



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 9
75 Hawthorne Street
San Francisco, CA 94105-3901

IN THE MATTER OF:

Casmalia Disposal Site
Santa Barbara County, California

Proceeding under Section 122(g) of the Comprehensive
Environmental Response, Compensation, and Liability
Act of 1980, as amended, 42 U.S.C. § 9622(g)

U.S. EPA Docket No. 99-02(k)

**ADMINISTRATIVE
SETTLEMENT AGREEMENT
AND ORDER ON CONSENT—
DE MINIMIS CONTRIBUTORS**

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
I. JURISDICTION.....	3
II. STATEMENT OF PURPOSE.....	4
III. DEFINITIONS.....	5
IV. STATEMENT OF FACTS.....	8
V. DETERMINATIONS.....	12
VI. SETTLEMENT AGREEMENT AND ORDER.....	13
VII. SETTLEMENT OPTIONS.....	13
VIII. PAYMENT.....	18
IX. FAILURE BY SETTLING PARTIES TO MAKE TIMELY PAYMENTS.....	19
X. CERTIFICATION OF SETTLING PARTY.....	22
XI. COVENANT NOT TO SUE AND RESERVATION OF RIGHTS BY U.S. EPA AND FEDERAL TRUSTEES	22
XII. COVENANT BY SETTLING PARTIES NOT TO SUE.....	30
XIII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION.....	31
XIV. PARTIES BOUND.....	33
XV. INTEGRATION/APPENDICES.....	34
XVI. PUBLIC COMMENT.....	34
XVII. ATTORNEY GENERAL APPROVAL.....	34
XVIII. EFFECTIVE DATE.....	34

I. JURISDICTION

1. This Administrative Settlement Agreement and Order on Consent (“Settlement Agreement”) is issued pursuant to the authority vested in the President of the United States by Section 122(g)(4) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), 42 U.S.C. § 9622(g)(4), to reach settlements in actions under sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607. The authority vested in the President has been delegated to the Administrator of the United States Environmental Protection Agency (“U.S. EPA”) by Executive Order 12580, 52 Fed. Reg. 2923 (January 29, 1987), and further delegated to the Regional Administrators of U.S. EPA by Delegation No. 14-14-E (issued May 11, 1994, amended by memorandum May 19, 1995). Within Region IX, this authority has been delegated to the Superfund Assistant Directors (formerly Branch Chiefs) by Regional Order 1290.21-B dated July 27, 2005 (“*De Minimis* Settlements”). This Settlement Agreement is also entered into pursuant to the authority of the Administrator pursuant to Section 7003 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6973. The Administrator’s authority has been delegated to the Regional Administrators of U.S. EPA by Delegation No. 8-22-C dated May 11, 1994. Within Region IX, this authority has been delegated to the Director of the Superfund Division by Regional Order 1280.20 dated April 6, 1998. This Settlement Agreement is also entered into by the United States on behalf of the United States Fish and Wildlife Service (“FWS”), United States Department of Interior (“DOI”); and on behalf of the National Oceanic and Atmospheric Administration (“NOAA”), United States Department of Commerce, each of whom, by Executive Order 12580, as amended by Executive Order 13016, 61 Fed. Reg. 45872 (August 30, 1996), has been delegated with the authority vested in the President as a Federal Trustee for natural resources that may have been, or in the future may be, injured by the release of hazardous substances at or from the Casmalia Disposal Site, as defined herein.

2. This Settlement Agreement is issued to the persons, corporations or other entities

identified in Appendix A (“Settling Parties”). Each Settling Party agrees to undertake all actions required by this Settlement Agreement. Each Settling Party further consents to and will not contest the United States’ jurisdiction to issue this Settlement Agreement or to implement or enforce its terms.

3. The U.S. EPA, Federal Trustees and Settling Parties (“Parties”) agree that the actions undertaken by Settling Parties in accordance with this Settlement Agreement do not constitute an admission of any liability by any Settling Party. Settling Parties do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the Statement of Facts or the Determinations contained in Sections IV (Statement of Facts) and V (Determinations), respectively, of this Settlement Agreement.

II. STATEMENT OF PURPOSE

4. By entering into this Settlement Agreement, the mutual objectives of the Parties, as more precisely described in the terms of this Settlement Agreement, are:

- a. to reach a settlement among the Parties with respect to the Casmalia Disposal Site (defined as “Site,” below), pursuant to Section 122(g) of CERCLA, 42 U.S.C. § 9622(g), that allows Settling Parties to make a cash payment, including a premium, to resolve their alleged civil liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, and Section 7003 of RCRA, 42 U.S.C. § 6973, for injunctive relief with regard to the Site, and for response costs and, for some parties, Natural Resource Damages, incurred and to be incurred by the U.S. EPA or the Federal Trustees at or in connection with the Site, thereby reducing litigation relating to the Site;

- b. to provide Settling Parties with two options for resolution of such liability: Settlement Option A, for which the Settling Parties pay a greater premium and that affords greater finality (including, for example, a covenant not to sue for Natural Resource Damages and for response costs incurred and to be incurred by the Federal Trustees at or in connection with the Site); and Settlement Option B, for which the Settling Parties pay a lower premium and that contains less finality and greater risks for the Settling Parties. The terms of Options A and B are more fully described within;
- c. to resolve any alleged claims of the Settling Parties that could have been asserted against the United States with regard to the Site;
- d. to simplify any remaining administrative and judicial enforcement activities concerning the Site by resolving the alleged liability of a substantial number of potentially responsible parties (“PRPs”) with respect to the Site;
- e. to obtain settlement with Settling Parties for their fair share of response costs incurred and to be incurred at or in connection with the Site by U.S. EPA Hazardous Substance Superfund and by other persons, not including the State of California, and, with respect to Settling Parties that elect Settlement Option A, response costs incurred by the Federal Trustees; and
- f. to provide for contribution protection for Settling Parties with regard to the Site pursuant to Sections 113(f)(2), and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2), and 9622(g)(5).

III. DEFINITIONS

5. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement, including the attached appendices, that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in the statute or regulations. Whenever the terms listed below are used in this Settlement Agreement, the following definitions shall apply:

“Casmalia Consent Decree” shall mean the consent decree entered by the United States District Court for the Central District of California on June 27, 1997 in United States of America v. ABB Vetco Gray, Inc., et al., Civ No. CV96-6518 KMW(Jgx).

“Casmalia Resources Closure/Post-Closure Trust Fund” shall mean the trust fund established by Casmalia Resources, as grantor, on or about October 24, 1985, to address closure/post-closure requirements established by the State of California, Department of Health Services and applicable to the Casmalia Resources Hazardous Waste Management Facility.

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended.

“Commerce” shall mean the United States Department of Commerce and any successor departments, agencies, or instrumentalities of the United States.

“Contaminants List” shall mean those contaminants identified to date at the Site and listed in Appendix C.

“CSC” shall mean the Casmalia Steering Committee.

“Day” shall mean a calendar day. In computing any period of time under this Order, where the last day would fall on a Saturday, Sunday, or a federal holiday, the period shall run until the close of business on the next working day.

“De Minimis Party” shall mean any PRP that the U.S. EPA has determined sent no more than 8.5 million pounds of waste to the Site.

“DOI” shall mean the United States Department of the Interior and any successor departments, agencies, or instrumentalities of the United States.

“Escrow Account” shall mean the escrow account for the Site, which was established pursuant to the Consent Decree entered by the United States District Court for the Central District of California on June 27, 1997, in United States of America v. ABB Vetco Gray Inc. et al., Civ. No. CV 96-6518-KMW (JGX) (“Casmalia Consent Decree”). The Escrow Account holds money collected, inter alia, from this and other settlements and enforcement activities, and which shall be used for response actions at and concerning the Site.

“Escrow Trustee” shall mean the trustee of the Escrow Account.

“Facility” shall mean the former permitted Casmalia Resources Hazardous Waste Management facility, encompassing approximately 252 acres, located approximately ten (10) miles southwest of Santa Maria and one and a half miles north of Casmalia in Santa Barbara County, California, and depicted generally on the map attached as Appendix B.

“Federal Trustees” shall mean the Departments of Interior and Commerce, on behalf of the U.S. Fish and Wildlife Service and the National Oceanic and Atmospheric Administration, respectively.

“Interest” shall mean interest at the current rate specified for interest on investments of the U.S. EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

“Natural Resources” shall have the meaning provided in Section 101(16) of CERCLA, 42 U.S.C. § 9601(16).

“Natural Resource Damages” means damages, including costs of damages assessment, recoverable under Section 107 of CERCLA, 42 U.S.C. § 9607, for injury to, destruction of, or loss of any and all Natural Resources at the Site.

“Paragraph” shall mean a portion of this Settlement Agreement, identified by an Arabic numeral.

“Parties” shall mean the United States, on behalf of the Federal Trustees, the U.S. EPA, and the Settling Parties.

“Person” shall mean an individual, firm, corporation, association, partnership, consortium, joint venture, commercial entity, United States Government, state, municipality, commission, political subdivision of a state, or any interstate body.

“Phase 1 Work” and “Phase 2 Work” shall have the meaning assigned to them in the Casmalia Consent Decree.

“RCRA” shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901 et seq. (also known as the Resource Conservation and Recovery Act).

“Section” shall mean a portion of this Settlement Agreement, identified by a Roman numeral.

“Settlement Agreement” shall mean this Administrative Order on Consent and all appendices attached hereto. In the event of conflict between this Order and any Appendix, this Order shall control.

“Settling Parties” shall mean those entities listed in Appendix A.

“Site” or “Casmalia Disposal Site” shall mean shall mean the Facility, as defined herein, and the areal extent of contamination that is presently located in the vicinity of the Facility, and any related “facility” as defined in CERCLA Section 101(9), 42 U.S.C. § 9601(9), and all suitable areas in very close proximity to the contamination necessary for the implementation of the response action(s), and any areas to which such contamination migrates.

“United States” shall mean the United States of America, including its departments, agencies and instrumentalities.

“U.S. EPA” shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities.

“U.S. EPA Hazardous Substance Superfund” shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

IV. STATEMENT OF FACTS

6. Paragraphs 7 through 25 below contain a summary of the Site background as alleged by U.S. EPA that, for purposes of this Settlement Agreement, the Settling Parties neither admit nor deny.

7. The Site encompasses (among other areas, as defined above) the former Casmalia Resources Hazardous Waste Management Facility, an inactive commercial hazardous waste treatment, storage, and disposal facility, which accepted large volumes of hazardous substances from 1973 to 1989. Located on a 252-acre parcel in Santa Barbara County, California, the former Casmalia Resources Hazardous Waste Management Facility consists of six landfills, numerous surface impoundments, disposal trenches, injection wells, waste spreading areas and

tank treatment systems.

8. The location of the Site is near the southern end of the Casmalia Hills in coastal California, approximately ten (10) miles southwest of the town of Santa Maria and one and a half miles north of the town of Casmalia. The Site is situated within the Shuman Canyon drainage sub-basin on a southern facing slope traversed by three small canyons. Casmalia Creek, about 500 feet west, is the surface water body nearest to the abandoned facility. This creek flows to the southwest to join Shuman Creek about one mile southwest of the town of Casmalia. Shuman Creek continues southward and westward, discharging eventually into the Pacific Ocean.

9. Hazardous substances within the definition of Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), have been, or are threatening to be, released into the environment at or from the Site. These hazardous substances include a wide variety of organic and inorganic compounds.

10. During the Facility's seventeen (17) years of operation, the owner(s)/operator(s) accepted approximately 5.6 billion pounds of documented liquid and solid wastes from thousands of generators, including numerous large and small private businesses and federal, state, and local governmental entities.

11. From 1980 to 1989, the facility had interim status pursuant to RCRA, 42 U.S.C. § 6925(e), by operation of law. Because of continuing deficiencies in operations, no final RCRA permit was granted. The Facility has not been closed adequately in accordance with the requirements of RCRA.

12. In late 1989, the owner(s)/operator(s) ceased accepting off-Site waste shipments to the facility and, in the early 1990s, the owner(s)/operator(s) stopped all active efforts to properly close and remediate the facility, asserting that they had insufficient monies to pay for closure or remediation.

13. The Casmalia Resources Closure/Postclosure Trust Fund is insufficient to pay for the total estimated costs of closure and post-closure activities at the Site.

14. After the facility's owner(s)/operator(s) ceased accepting off-Site waste, the owner(s)/operator(s) curtailed facility maintenance activities, and Site conditions deteriorated and

became unstable.

15. As a result of the release or threatened release of hazardous substances, U.S. EPA has undertaken response actions at or in connection with the Site under Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake response actions in the future. In August 1992, U.S. EPA commenced a removal action under CERCLA to implement certain Site stabilization actions, prevent further deterioration of Site conditions, and control the most immediate threats. The Site continues to pose an imminent and substantial endangerment within the meaning of Section 106 of CERCLA, 42 U.S.C. § 9606, and Section 7003 of RCRA, 42 U.S.C. § 6973.

16. In performing these response actions, U.S. EPA has incurred and will continue to incur response costs at or in connection with the Site. As of August 1, 1999, U.S. EPA had incurred at least \$19.19 million in response costs at this Site.

17. Because the owner(s)/operator(s) had failed to perform sufficient closure and remediation activities at the Site, in March 1993, U.S. EPA, under CERCLA and RCRA authorities, notified a group of approximately sixty-five (65) waste generators, representing some of the PRPs that arranged for disposal of the largest quantities of hazardous substances at the Site, of their potential liability for Site remediation. Approximately fifty-four (54) of the first sixty-five (65) notified generators formed the CSC. U.S. EPA negotiated with the CSC and other PRPs to secure implementation of response actions at or in connection with the Site.

18. On September 17, 1996, the United States filed a complaint against the CSC pursuant to Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, and Section 7003 of RCRA, 42 U.S.C. § 6973, seeking cleanup of the Site and payment of certain response costs incurred by the U.S. EPA and the United States Department of Justice (“U.S. DOJ”) in connection with the Site. On this same date, the United States lodged the Casmalia Consent Decree in the Central District of California, United States District Court, resolving the claims in that complaint. On June 27, 1997, the Court entered the Casmalia Consent Decree.

19. The Casmalia Consent Decree establishes a comprehensive framework in which to address: (1) the remediation of the Site to protect public health, welfare and the environment

from the release or threatened release of hazardous substances at the Site; and (2) the performance and financing of the response actions to be undertaken at the Site. The Casmalia Consent Decree contemplates that a significant portion of the work at the Site will be paid for by funds obtained through future enforcement efforts, including, but not limited to, settlements such as this de minimis Settlement Agreement, and various enforcement and settlement efforts directed toward the prior owner(s)/operator(s) of the Site and other PRPs.

20. On November 26, 2002, the District Court for the Central District of California entered two Consent Decrees pertaining to the Site: one entered into by Casmalia Resources, Hunter Resources and the estate of Kenneth H. Hunter, Jr. (the "Hunter Parties"), who have paid \$6.957 million and agreed to transfer certain real property to an entity to be identified later by the U.S. EPA, and the other entered into by the State of California, which has paid \$15 million. Neither the Hunter Parties nor the State of California admitted liability and both Consent Decrees provide contribution protection. On June 29, 2006, U.S. EPA entered into an agreement with assorted limited partners of Kenneth H. Hunter, Jr. ("Castagnola Parties"). Under this agreement, the Castagnola Parties have paid U.S. EPA \$400,000. The Castagnola Parties did not admit liability, and the agreement provides contribution protection.

21. In October 1998, U.S. EPA began notifying de minimis PRPs of their potential liability in connection with the Site and providing settlement offers to them. An opportunity to settle has been offered to approximately 3,300 PRPs since 1999. U.S. EPA may enter into additional settlements such as this one with other de minimis PRPs in the future with respect to this Site.

22. Information currently known to U.S. EPA indicates that each Settling Party arranged for disposal or treatment at the Site, or arranged with a transporter for transport for such disposal or treatment, of hazardous substances owned or possessed by such Settling Party or by any other person or entity, or accepted a hazardous substance for transport to, and selected, the Site.

23. Information currently known to U.S. EPA indicates that each Settling Party contributed less than 8.5 million pounds of materials containing hazardous substances to the Site,

and the hazardous substances contributed by each Settling Party to the Site are not significantly more toxic or of significantly greater hazardous effect than other hazardous substances at the Site. For the purposes of this Settlement Agreement, these Settling Parties are de minimis parties. The volume of materials attributed by U.S. EPA to each Settling Party is specified in Appendix A. Appendix C, entitled Contaminants List, provides a list of contaminants identified to date at the Site.

24. For purposes of this settlement, U.S. EPA estimates that the total response costs incurred and to be incurred at or in connection with the Site by U.S. EPA and by private PRPs are \$284 million. The payment required to be made by each Settling Party pursuant to this Settlement Agreement is a minor portion of this total amount. The required payment (for Settlement Option A or B) for each Settling Party is specified in Appendix A.

25. Information currently known to the United States indicates the presence of one or more Natural Resources at or near the Site that may have been, or which may be, injured by release(s) of hazardous substances or that may have been or which may be injured by response actions. U.S. EPA shall seek to coordinate assessments, investigations and planning with the Federal Trustees pursuant to CERCLA Section 104(b)(2), 42 U.S.C. § 9604(b)(2).

V. DETERMINATIONS

26. Based upon the Findings of Fact set forth above and on the administrative record for this Site, U.S. EPA and the Federal Trustees, have determined that:

- a. The Site is a "facility" as that term is defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
- b. Each Settling Party is a "person" as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
- c. Each Settling Party is potentially liable pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is a "potentially responsible party" within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).
- d. There has been an actual or threatened "release" of a "hazardous substance" at the

Site as those terms are defined in Section 101(22) and (14) of CERCLA, 42 U.S.C. § 9601(22) and (14).

- e. The actual or threatened release of a hazardous substance at the Site has caused or may cause the incurrence of response costs and may have injured, or may injure, Natural Resources within the meaning of Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).
- f. Prompt settlement is “practicable” and in the “public interest” within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).
- g. As to each Settling Party, this Settlement Agreement involves only a minor portion of the total response costs at the Site within the meaning of Section 122(g)(1) of CERCLA, 42 U.S.C. § 9622(g)(1).
- h. The amount of material containing hazardous substances and the toxic or other hazardous effects of the hazardous substances contributed to the Site by each Settling Party is minimal in comparison to other hazardous substances at the Site as set forth in the Contaminants List attached as Appendix C, within the meaning of section 122(g)(1)(A) of CERCLA, 42 U.S.C. § 9622(g)(1)(A).

VI. SETTLEMENT AGREEMENT AND ORDER

27. Based upon the administrative record for the Site and the Statement of Facts and the Determinations set forth above, and in consideration of the promises and covenants set forth in this Settlement Agreement, the following is hereby AGREED AND ORDERED:

VII. SETTLEMENT OPTIONS

28. Settling Parties may choose between Settlement Options A and B as set forth in this Section and in Sections XI (Covenant Not to Sue and Reservation of Rights by U.S. EPA and Federal Trustees), and XII (Covenant by Settling Parties Not to Sue). Except where this Order specifies particular Sections or Paragraphs as pertaining to Option A or B, in which case those provisions apply only to Settling Parties that elect Option A or B, respectively, all other terms of this Order apply equally to all Settling Parties, regardless of which settlement option they choose.

29. General Description of Options

- a. As between the two settlement options, Settlement Option A is designed to provide Settling Parties with a higher degree of finality and certainty. Under Settlement Option A, the payment includes a premium of 100%, which covers, among other risks, the risk that total response costs incurred or to be incurred at or in connection with the Site by the U.S. EPA, or by any private party, will exceed the estimated total response costs upon which Settling Parties' payments are based. Pursuant to Section XI (Covenant Not to Sue and Reservation of Rights by U.S. EPA and Federal Trustees), Settling Parties that choose Settlement Option A will receive more protective covenants (including a covenant not to sue for Natural Resource Damages and Federal Trustees' response costs), and these Settlement Option A covenants have more limited reservations.
- b. Under Settlement Option B, which offers less finality than Settlement Option A, the premium is 50%. Pursuant to Section XI (Covenant Not to Sue and Reservation of Rights by U.S. EPA and Federal Trustees); Settling Parties that choose Option B do not receive a covenant not to sue for Natural Resource Damages or Federal Trustees' response costs and risk liability for additional future payments.

30. Calculation of Payment

- a. Each Settling Party's payment is based on its share, by weight, of the total waste disposed of at the Site multiplied by the U.S. EPA's estimated total response costs incurred or to be incurred at or in connection with the Site. U.S. EPA's total estimate for response costs at the Site is \$284 million.
- b. For Settling Parties that elect Settlement Option A, the settlement payment is based on the estimated \$271,930,000 that have been or will be incurred by U.S. EPA for response actions at the Site, and by the CSC for response actions at the Site as required by the Casmalia Consent Decree, and does not include \$12

million that was, at the time U.S. EPA prepared the 1999 Cost Estimate, in the RCRA Closure and Post-Closure Trust Fund established by the former owner/operator of the Site. In addition to \$271,930,000, the amount of \$193,417 has been added for certain estimated response costs that have been, or will be, incurred by the Federal Trustees at the Site. A portion of the money paid by Settling Parties that elect Settlement Option A will be provided to the Federal Trustees to perform activities that support both the response action and the assessment of potential injuries to natural resources in accordance with CERCLA sections 104(b)(2), 107(f)(1) and 122(j)(2), 42 U.S.C. §§ 9604(b)(2), 9607(f)(1) and 9622(j)(2). The payment amounts for each Settling Party are set forth in Appendix A.

- c. For Settling Parties that elect Settlement Option B, U.S. EPA's cost estimate is the estimated \$271,930,000 that have been or will be incurred by U.S. EPA for response actions at the Site, and by the CSC for response actions at the Site as required by the Casmalia Consent Decree. This amount does not include \$12 million that, at the time U.S. EPA prepared the 1999 Cost Estimate, was in the RCRA Closure and Post-Closure Trust Fund established by the former owner/operator of the Site. This figure does not include an estimate for any response costs that will be incurred by the Federal Trustees.
- d. Each payment amount by Settling Parties includes a premium to cover the risks and uncertainties associated with this Settlement Agreement. The premium (100% for Settlement Option A, 50% for Settlement Option B) is applied to each Settling Party's volumetric share of all estimated "non-fixed Site response costs," but is not applied to U.S. EPA's and the CSC's calculation of "fixed Site response costs." Fixed Site response costs include \$16.38 million in Past Response Costs (as defined in the Casmalia Consent Decree) incurred by the United States between March 1, 1992, and July 22, 1997, and response costs of \$2.81 million

incurred by the United States between July 23, 1997, and August 1, 1999 (the date U.S. EPA selected as the "cutoff" for the calculation of costs that have already been incurred for purposes of the cost estimate used for this Order and future enforcement efforts). Fixed Site response costs also include response costs of \$13.68 million incurred by the CSC for response actions between April 1993 and August 1998 for Phase 1 Work in accordance with the Casmalia Consent Decree. U.S. EPA's and the CSC's fixed Site response costs together total \$32.86 million. Under Settlement Option A or Settlement Option B, the premium is not assessed against this \$32.86 million. Under Settlement Option A or Settlement Option B, the premium is applied to U.S. EPA's and the CSC's "non-fixed" estimated Site response costs, or estimated response costs incurred and to be incurred at the Site after August 1, 1999. This amount totals \$239.07 million. Under Settlement Option A, the 100% premium is also applied to estimated non-fixed Site response costs of \$193,417 incurred or to be incurred by the Federal Trustees, described in subparagraph b, above.

- e. The mathematical formula for calculating each Settling Party's payment amount under Option A is as follows:

<u>Settling Party's Waste Quantity</u> Total Site Waste Quantity 5.6 Billion lbs.	X	Non-Fixed Site Response Costs \$239.07 Million	+	Natural Resources Trustees' Costs \$193,417	X	Premium (100%) 2.0		
			+				=	Payment Amount
<u>Settling Party's Waste Quantity</u> Total Site Waste Quantity 5.6 Billion lbs.	X	Fixed Site Response Costs \$32.86 Million				[No Premium Assessed]		

f. The mathematical formula for calculating each Settling Party's payment amount under Option B is as follows:

<u>Settling Party's Waste Quantity</u> Total Site Waste Quantity 5.6 Billion lbs.	X	Non-Fixed Site Response Costs \$239.07 Million	X	Premium (50%) 1.5	=	Payment Amount
+						
<u>Settling Party's Waste Quantity</u> Total Site Waste Quantity 5.6 Billion lbs.	X	Fixed Site Response Costs \$32.86 Million	[No Premium Assessed]			

g. Each Settling Party's payment amount for Settlement Option A is set forth in Column A opposite that Settling Party's name on Appendix A. Each Settling Party's payment amount for Settlement Option B is set forth in Column B opposite that Settling Party's name on Appendix A.

VIII. PAYMENT

31. Signature and Payment by Settling Parties

- a. Each Settling Party has submitted to U.S. EPA a fully and properly executed original signature page for this Settlement Agreement, electing either Settlement Option A or Settlement Option B, and paid to the Escrow Account the payment specified for that Settling Party in the appropriate column (i.e., Column A for Option A, Column B for Option B) opposite that Settling Party's name in Appendix A in accordance with the instructions provided in Paragraph 32(a).

32. Payment Provisions

- a. Payment by Settling Parties. Each Settling Party made payment in full by one of the following methods:

(i) By Cashier's or Certified Check

Cashier's check or certified check, made payable to "MSSB FBO Casmalia Consent Decree" mailed to the following address:

Morgan Stanley Smith Barney
Attn: The Fisher McGlothin Group
1111 Northshore Dr. #N-160
Knoxville, TN 37919
Re: Casmalia Custody Account

and including a completed Payment Invoice.

(ii) By Wire Transfer

Funds wired to:
Citibank, New York
ABA/Locator#: 021000089
FBO: Morgan Stanley Smith Barney LLC
A/C: 40611172
New York, NY 10004
Further Credit to: 940-112590-210
REF: Casmalia Resources Site Custodial Agreement

Payor: the name of the Settling Party exactly as it appears at the top of the "Consent and Authorization" page.

At the time of payment, each Settling Party should submit a copy of the completed

Payment Invoice to:

Casmalia Case Team
U.S. EPA Region IX
75 Hawthorne Street (SFD-7)
San Francisco, California 94105-3901

33. Refunds from the Escrow Account. In the event that this Settlement Agreement does not become effective, then U.S. EPA shall direct the Escrow Trustee, within thirty (30) days of receipt of notice of such event from U.S. EPA, to refund the Settling Parties payment(s). Any refunds made under this Paragraph shall include the interest accrued on the payment, if any, minus a pro rata share of the costs of administering the Escrow Account to that date and taxes payable by the Escrow Trustee with respect to payments made by the Settling Parties under this Settlement Agreement.

34. Disqualification. If at any time prior to the effective date of this Settlement Agreement, U.S. EPA determines, in its sole and unreviewable discretion, that one or more of the statements of facts made in Paragraph 23 or the determinations made in Subparagraphs 26(g) or (h) no longer apply(ies) to a Settling Party, such Settling Party shall be disqualified from participation in this settlement, and the Escrow Trustee shall, within thirty (30) days of receipt of written notification by U.S. EPA of such disqualification, refund such Settling Party's payment.

IX. FAILURE BY SETTLING PARTIES TO MAKE TIMELY PAYMENTS

35. Interest on Late Payments

- a. Because all Settling Parties electing Settlement Option A have remitted payment in full as required by Paragraph 32 prior to the effective date of this Order, no Interest shall accrue on any such payment.
- b. Settling Parties electing Settlement Option B who fail to pay their share of increased costs as set forth in Paragraph 45 shall pay Interest on the unpaid balance, commencing on the date that payment is due and accruing through the

date of the payment.

- c. Interest shall be paid by a separate check in the amount of the Interest owed and shall be sent simultaneously with the payment required in paragraph 45. Payment of Interest shall be made and a copy of the cashier's or certified check shall be sent as provided in paragraph 32(a) (Payment Provisions).

36. Stipulated Penalties and Disqualification

- a. In addition to the Interest required by Paragraph 35, if an Option B Settling Party fails to remit the payment required by Paragraph 45 when due, then that Option B Settling Party shall also pay stipulated penalties to U.S. EPA of \$1,000 per day for each day that the payment is late.
- b. Penalties shall begin to accrue from the day when payment by an Option B Settling Party is due pursuant to Paragraph 45 and shall continue to accrue until all payments required by this Order for that Option B Settling Party have been paid in full (e.g., when all payments, Interest, and stipulated penalties are paid in full). Penalties shall accrue regardless of whether U.S. EPA or the Escrow Trustee has notified the Option B Settling Party of a violation.
- c. Interest on penalties shall begin to accrue on the unpaid balance at the end of thirty (30) days from the date that payment was due under Paragraph 45.
- d. Stipulated penalties due to U.S. EPA shall be paid contemporaneously with the payment of the amount required by Paragraph 45 and the Interest thereon required by Paragraph 35. However, stipulated penalties, including any Interest owed on the stipulated penalties pursuant to subparagraph c of this Paragraph, shall be paid by a separate certified or cashier's check made payable to "U.S. EPA Hazardous Substances Superfund," and shall be mailed to:

U.S. EPA - Region IX
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

All payments shall indicate that the payment is for stipulated penalties and shall reference the name and address of the Settling Party making payment and U.S. EPA Regional Site Spill ID Number 09-3H.

- e. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Order.
- f. Notwithstanding any other provision of this Section, the United States may, in its sole and unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Settlement Agreement.

37. The releases and covenants set forth in Sections XI (Covenant Not to Sue and Reservation of Rights by U.S. EPA and Federal Trustees), and XII (Covenant by Settling Parties Not to Sue) and the contribution protection set forth in Section XIII (Effect of Settlement/Contribution Protection) are conditional upon compliance with all the terms of this Settlement Agreement, including - for Settling Parties electing Settlement Option B -payment pursuant to Paragraph 45.

38. If U.S. EPA or U.S. DOJ brings an action to enforce this Settlement Agreement against Settling Party(ies), such Settling Party(ies) shall reimburse the U.S. EPA and/or U.S. DOJ for all costs of such action, including but not limited to costs of attorney time.

39. Payments made under this Section shall be in addition to any other remedies or sanctions available to the United States by virtue of a Settling Party's failure to comply with the requirements of this Settlement Agreement, including, but not limited to, bringing an action against that Settling Party seeking injunctive relief to compel payment and/or seeking civil penalties under Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), for failure to make timely payment.

X. CERTIFICATION OF SETTLING PARTY

40. By signing this Settlement Agreement, each Settling Party certifies, individually, that it has no reason to disagree with U.S. EPA's determinations that such Settling Party: (a) contributed less than 8.5 million pounds of materials containing hazardous substances sent to the Site; and (b) contributed hazardous substances of minimal toxic or other hazardous effects in comparison to other hazardous substances at the Site, as set forth in the Contaminants List attached as Appendix C.

XI. COVENANT NOT TO SUE AND RESERVATION OF RIGHTS

BY U.S. EPA AND FEDERAL TRUSTEES

41. General Reservations. The covenants by the U.S. EPA and the Federal Trustees set forth in Paragraphs 43 and 44 of this Settlement Agreement do not pertain to any matters other than those expressly specified in Paragraphs 43 and 44. The U.S. EPA and the Federal Trustees reserve, and this Settlement Agreement is without prejudice to, all rights against Settling Parties, with respect to all other matters, including but not limited to:

- a. liability for failure to meet a requirement of this Settlement Agreement;
- b. criminal liability;
- c. liability based on a Settling Party's ownership or operation of the Site, or upon the transportation, treatment, storage or disposal, or the arrangement for the transportation, treatment, storage or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Settlement Agreement;
- d. liability arising from the past, present, or future arrangement by a Settling Party, or a subsidiary or affiliated entity of that Settling Party, for disposal or treatment of a hazardous substance, pollutant or contaminant at the Site that is both (1) not from a facility or specific location owned or operated by that Settling Party as specified in Appendix A, and (2) not included in the volume of waste attributed to

that Settling Party as set forth in Appendix A; and

- e. with respect to Option B Settling Parties, claims by Federal Trustees for costs associated with response actions or Natural Resource Damages claims at the Site.

42. Reservation Concerning De Minimis Status. Notwithstanding any other provision in this Settlement Agreement, the U.S. EPA and the Federal Trustees reserve, and this Settlement Agreement is without prejudice to, the right to institute judicial or administrative proceedings against any individual Settling Party seeking to compel that Settling Party to perform response actions relating to the Site, and/or to reimburse the U.S. EPA and/or the Federal Trustees, for additional costs of response and/or Natural Resource Damages, if information not currently known to U.S. EPA is discovered that indicates such Settling Party no longer qualifies as a de minimis party at the Site because such Settling Party contributed more than 8.5 million pounds of materials containing hazardous substances to the Site, or contributed hazardous substances the toxic or hazardous effect of which are not minimal in comparison to other hazardous substances at the Site, as set forth in the Contaminants List attached as Appendix C. For purposes of this Section only, the volume of material contributed by a Settling Party shall not include any waste sent by an entity merged into or otherwise acquired by such Settling Party after the effective date of this Settlement Agreement.

43. In consideration of the payments that have been made by Settling Parties that have elected to settle under the provisions of Settlement Option A ("Option A Settling Parties") under the terms of this Settlement Agreement, and except as specifically provided in Paragraphs 41 and 42 of this Settlement Agreement, the U.S. EPA and the Federal Trustees hereby covenant not to sue or to take administrative action against any of the Option A Settling Parties pursuant to sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, and section 7003 of RCRA, 42 U.S.C. § 6973, relating to the Site, including for recovery of Natural Resource Damages and for response costs incurred or to be incurred by the Federal Trustees. With respect to present and future liability, this covenant shall take effect upon the effective date of this Settlement

Agreement as set forth in Section XVIII (Effective Date). With respect to each Option A Settling Party, individually, this covenant is conditioned upon: a) the satisfactory performance by that Option A Settling Party of all its obligations under this Settlement Agreement; and b) the veracity of any information provided to U.S. EPA by that Option A Settling Party relating to Settling Party's involvement with the Site. This covenant extends only to Option A Settling Parties and does not extend to any other person.

44. In consideration of the payments that have been and may be made by Settling Parties that have elected to settle under the provisions of Settlement Option B ("Option B Settling Parties") under the terms of this Settlement Agreement, and except as specifically provided in Paragraphs 41, 42, and 45 of this Settlement Agreement, the U.S. EPA hereby covenants not to sue or to take administrative action against any of the Option B Settling Parties pursuant to sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, and section 7003 of RCRA, 42 U.S.C. § 6973, relating to the Site. With respect to present and future liability, this covenant shall take effect upon the effective date of this Settlement Agreement as set forth in Section XVIII (Effective Date). With respect to each Option B Settling Party, individually, this covenant is conditioned upon: a) the satisfactory performance by Option B Settling Parties of all its obligations under this Settlement Agreement, including, but not limited to, the obligation to make future payments pursuant to Paragraph 45; and b) the veracity of any information provided to U.S. EPA by that Option B Settling Party relating to that Option B Settling Party's involvement with the Site. This covenant extends only to Option B Settling Parties and does not extend to any other person.

45. Reservation for Increased Costs of Response Actions

- a. An estimate of the total cost of response actions at the Site has been developed for this and future de minimis settlements, enforcement activities, and other purposes ("1999 Cost Estimate"). The 1999 Cost Estimate (which does not include response costs to be incurred by the Federal Trustees) is \$284 million, which

includes \$12 million that was, at the time of the 1999 Cost Estimate, in the RCRA Closure and Post-Closure Trust Fund established by the former owner/operator of the Site.

- b. Option B Settling Parties shall be liable for, and in its unreviewable discretion U.S. EPA may seek to have Option B Settling Parties pay, their volumetric share of any increase in response costs if:
- (i) after the final Record of Decision (“ROD”) for the Site has been issued and prior to certification of completion of the Phase 2 Work, U.S. EPA has revised or approved the revision of, or the Court has approved a revision of, the cost estimate for all response actions taken or to be taken at the Site (“Post-ROD Cost Estimate”); and
 - (ii) the estimated total Site Response Costs have increased from the 1999 Cost Estimate of \$284 million; and
 - (iii) based on actual expenditures at the Site and expenditures reasonably anticipated in accordance with the ROD, any other response action decision documents, and the revised cost estimate, U.S. EPA, in its unreviewable discretion, determines that the funds in the Escrow Account that are available for Phase 2 Work pursuant to the Casmalia Consent Decree will not be sufficient to pay for costs associated with performance of the Phase 2 Work or not be sufficient to allow timely continuation of such work.
- c. In addition, Option B Settling Parties shall be liable for, and in its unreviewable discretion U.S. EPA may seek to have Option B Settling Parties pay, their volumetric share of any increase in response costs if:
- (i) upon certification of completion of Phase 2 Work, U.S. EPA has revised, or approved the revision of, the cost estimate for all response

- actions taken or to be taken at the Site (“Post-Phase 2 Cost Estimate”); and
- (ii) the Post-Phase 2 Cost Estimate has increased from either the 1999 Cost Estimate or the Post-ROD Cost Estimate, whichever is greater.
- d. If U.S. EPA determines, in its unreviewable discretion, that it will require payment of amounts derived pursuant to subparagraphs b or c, above, it shall compile an administrative record to support the revised cost estimate. The record shall include, but not be limited to, any Engineering Evaluation/Cost Analysis, Remedial Investigation/Feasibility Study, ROD, or any other response action decision documents, standard cost documentation for response costs incurred by the United States and a summary of response costs incurred by the CSC. The administrative record shall be made available to the public at U.S. EPA Region 9, Superfund Records Center, 95 Hawthorne Street, San Francisco, California 94105-3901.
- e. After compilation of the administrative record, U.S. EPA will send a notice to all Option B Settling Parties, which shall i) include the Post-ROD Cost Estimate or Post-Phase 2 Cost Estimate, as applicable, and a brief summary describing and supporting the cost estimate, ii) state the availability of the administrative record for review, and iii) notify each Settling Party of the amount it will be required to pay (i.e., its volumetric share of the increased cost).
- f. U.S. EPA shall have three years from the date of certification of completion of the Phase 2 Work to send the notice described in subparagraph e, above, relating to an increase in the Post-ROD Cost Estimate described in subparagraph b, above; or an increase in the Post-Phase 2 Cost Estimate described in subparagraph c, above.
- g. Option B Settling Parties shall have thirty (30) days from the date of the notice described in subparagraph e, above, to submit comments to U.S. EPA concerning the Post-ROD Cost Estimate or the Post-Phase 2 Cost Estimate, as applicable,

and/or the administrative record in support of the cost estimate. Comments shall be submitted to: Casmalia Case Team (SFD-7), 75 Hawthorne Street, San Francisco, California 94105-3901. U.S. EPA shall prepare a response to significant comments, and shall place the comments and its response in the Superfund Records Center at the address listed in subparagraph d, above. U.S. EPA shall send to the Option B Settling Parties a notice containing the response to comments, and any resulting revision to the cost estimate and corresponding adjustment to each Option B Settling Party's required payment amount. If no comments were received, U.S. EPA shall notify the Option B Settling Parties that the prior Post-ROD Cost Estimate or Post-Phase 2 Cost Estimate, as applicable, of which the Option B Settling Parties received notice pursuant to subparagraph e, above, has become final, and shall make a demand for payment to each Option B Settling Party of the amount set forth in such notice.

- h. After U.S. EPA has responded to any comments, U.S. EPA's Post-ROD Cost Estimate or Post-Phase 2 Cost Estimate, as applicable, revised if necessary pursuant to subparagraph g, above, shall be considered final, unless within fourteen (14) days of receipt of the response to comments, the Option B Settling Parties appoint a delegation (consisting of no more than ten (10) persons) to request a meeting with the U.S. EPA Region 9 Superfund Division Director. The appointed delegation may not raise to the Division Director any issues that had not previously been raised by the written comments. (If U.S. EPA received no comments on the initial Post-ROD or Post-Phase 2 Cost Estimate, there shall be no appeal to the Division Director.) Further, the Option B Settling Parties shall not challenge any fixed Site response costs included in the 1999 Cost Estimate, and described in Paragraph 30, above.
- i. If no meeting with the Division Director was requested pursuant to subparagraph

h, above, U.S. EPA shall notify the Option B Settling Party that the prior Post-ROD or Post-Phase 2 Cost Estimate, revised (if necessary) pursuant to subparagraph g, above, has become final, and shall make a demand to each Option B Settling Party for payment of the amount set forth in the notice sent to each Option B Settling Party pursuant to subparagraph g, above.

- j. If a meeting with the Division Director is held, the Division Director shall review the administrative record supporting the cost estimate (including the comments and responses thereto). The Division Director shall resolve the dispute(s) consistent with the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300 ("NCP") and the terms of this Order and will issue a final written administrative decision. Such decision shall be final and shall not be subject to judicial review. U.S. EPA shall send the Option B Settling Parties the Division Director's written decision, any necessary revision to the Post-ROD or Post-Phase 2 Cost Estimate, as applicable, any corresponding adjustment to each Option B Settling Party's required payment amount, and a demand for payment of such amount.

k. Option B Settling Parties' Manner of Payment and Failure to Make Timely Payment

(i) Option B Settling Parties shall make any additional payment(s) within thirty (30) days of receipt of U.S. EPA's demand for such payment under subparagraphs g, i or j, above. Payment, and notice of such payment, shall be made in the manner set forth in Paragraph 32(a).

(ii) If an Option B Settling Party fails to remit any payment(s) required by subparagraph k(i), above, when due, then that Option B Settling Party shall pay Interest on the unpaid balance in accordance with Paragraph 35. Payment of such Interest shall be made in accordance with Paragraphs

32(a) and 35.

(iii) In addition to Interest, such Option B Settling Party shall pay stipulated penalties to U.S. EPA of \$1000 per day for each day that the payment is late. Penalties and Interest on such penalties shall accrue and shall be paid as set forth in Paragraph 35.

(iv) Each Option B Settling Party hereby agrees that the running of the limitations periods in all statutes of limitations applicable to any rights, claims, causes of action, counterclaims, cross claims, and defenses regarding, based upon, or arising out of disposal of hazardous substances at the Site that either U.S. EPA or the CSC could assert against such Option B Settling Party shall be suspended for a period commencing on the Effective Date of this Settlement Agreement and terminating eighteen (18) months after the latest date upon which final payment would be due upon a demand made under subparagraph c, above, or three years after the certification of completion of Phase 2 Work if no demand has been made under subparagraph c, above.

(v) If U.S. EPA or U.S. DOJ brings an action to enforce this Settlement Agreement against any Option B Settling Party, such Option B Settling Party shall reimburse U.S. EPA and/or U.S. DOJ for all costs of such action, including but not limited to costs of attorney time.

(vi) Payments made under this subparagraph shall be in addition to any other remedies or sanctions available to the United States by virtue of Option B Settling Parties' failure to comply with the requirements of this Settlement Agreement.

- I. Duty to Inform U.S. EPA of Changes in Address or Legal Status. Until eighteen (18) months after the latest date upon which final payment would be due upon a

demand made under subparagraph c, above, or three years after the certification of completion of Phase 2 Work if no demand has been made under subparagraph c, above, each Option B Settling Party shall notify the Casmalia Case Team of any change in address, ownership, political configuration, or corporate or other legal status. Such notice shall be sent to the Casmalia Case Team address provided in Paragraph 32(a), above.

XII. COVENANT BY SETTLING PARTIES NOT TO SUE

46. Settling Parties covenant not to sue and agree not to assert any claims or causes of action against the United States or its contractors or employees with respect to the Site or this Settlement Agreement including, but not limited to:

- a. any direct or indirect claim for reimbursement from U.S. EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claims arising out of response activities at the Site; and
- c. any claim pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.
- d. any claim pursuant to section 7002 of RCRA, 42 U.S.C. §§ 6972, or any other comparable California laws, relating to the Site; and
- e. any claim asserting a “takings” or similar claim.

Except as provided in Paragraph 48 and Paragraph 50, these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to any of the reservations set forth in Section XI (Covenant Not to Sue and Reservation of Rights by U.S. EPA and Federal Trustees), other than in Paragraph 41 (a) or (b), but only to the extent that Settling Parties’ claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

47. Nothing in this Settlement Agreement shall be deemed to constitute preauthorization or approval of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

48. Settling Parties agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Section 107(a) or 113 of CERCLA) that they may have for all matters relating to the Site against each other or any other person who is a potentially responsible party under CERCLA at the Site. This waiver shall not apply with respect to any defense, claim, or cause of action that a Settling Party may have against any person if such person asserts or has asserted a claim or cause of action relating to the Site against such Settling Party.

XIII. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

49. Except as provided in Paragraph 48, nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not one of the Parties to this Settlement Agreement. Except as provided in paragraph 48, each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. §9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

50. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, Natural Resource Damages, recovery of response costs, or other relief relating to the Site, Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent

proceeding were or should have been brought in the instant action; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Paragraphs 43 and 44.

51. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of §§ 113(f)(2) and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(g)(5), and that each Settling Party is entitled, as of the Effective Date of this Settlement Agreement, to protection from contribution actions or claims as provided by Sections 113(f)(2), and 122(g)(5) of CERCLA, 42 U.S.C. §§ 9613(f)(2), and 9622(g)(5), or as may be otherwise provided by law, for “matters addressed” in this Settlement Agreement.

- a. For Option A Settling Parties, the "matters addressed" in this Settlement Agreement are all response actions taken by the U.S. EPA and the Federal Trustees and by private parties, and all response costs incurred and to be incurred by the U.S. EPA and the Federal Trustees and by private parties, at or in connection with the Site and Natural Resource Damages at or relating to the Site; provided, however, that for Option A Settling Parties, the “matters addressed” in this Settlement Agreement do not include those response costs or response actions as to which the U.S. EPA and/or the Federal Trustees have reserved their rights under this Settlement Agreement (except for claims for failure to comply with this Order), in the event that the U.S. EPA or the Federal Trustees assert rights against Settling Parties coming within the scope of such reservations.
- b. For Option B Settling Parties, the "matters addressed" in this Settlement Agreement are all response actions taken by the U.S. EPA and by private parties, and all response costs incurred and to be incurred by the U.S. EPA and by private parties, at or in connection with the Site; provided, however, that for Option B Settling Parties, the “matters addressed” in this Settlement Agreement do not include those response costs or response actions as to which the U.S. EPA and the

Federal Trustees have reserved their rights under this Settlement Agreement (except for claims for failure to comply with this Order), in the event that the U.S. EPA or the Federal Trustees assert rights against Settling Parties coming within the scope of such reservations. In addition, for Option B Settling Parties, the “matters addressed” in this Settlement Agreement do not include Natural Resource Damages.

52. Each Settling Party shall, with respect to any suit or claim brought by it for matters related to this Settlement Agreement, notify U.S. EPA in writing at the following address no later than sixty (60) days prior to the initiation of such suit or claim:

Chief, Hazardous Waste Branch
Office of Regional Counsel
U.S. Environmental Protection Agency
75 Hawthorne Street (ORC-3)
San Francisco, CA 94105-3901

Each Settling Party shall, with respect to any suit or claim brought against it for matters related to this Settlement Agreement, notify U.S. EPA in writing within 10 days of service of the complaint or claim upon such Settling Party. In addition, each Settling Party shall notify U.S. EPA within 10 days of service or receipt of any Motion for Summary Judgment and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

XIV. PARTIES BOUND

53. This Settlement Agreement shall apply to and be binding upon U.S. EPA, the Federal Trustees, and upon Settling Parties and their heirs, successors and assigns. Any change in ownership, political configuration, or corporate or other legal status of a Settling Party, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter such Settling Party’s responsibilities under this Settlement Agreement. Each signatory to this Settlement Agreement certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to bind legally the Party represented by him or her.

XV. INTEGRATION/APPENDICES

54. This Settlement Agreement and its appendices constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement terms other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement:

“Appendix A” is the list of Settling Parties and their waste volumes and settlement payment amounts.

“Appendix B” is a map of the Site.

“Appendix C” is a list of contaminants identified to date at the Site.

XVI. PUBLIC COMMENT

55. This Settlement Agreement shall be subject to a public comment period of not less than thirty (30) days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i), and Section 7003 of RCRA, 42 U.S.C. § 6973, including, if requested, a public hearing in the affected area, in accordance with Section 7003(d) of RCRA, 42 U.S.C. § 6973(d).

56. In accordance with Section 122(i)(3) of CERCLA, 42 U.S.C. § 9622(i)(3), U.S. EPA or the Federal Trustees may withdraw or modify consent to this Settlement Agreement if comments received disclose facts or considerations that indicate that this Settlement Agreement is inappropriate, improper or inadequate.

XVII. ATTORNEY GENERAL APPROVAL

57. The Attorney General or his/her designee has approved the settlement embodied in this Settlement Agreement in accordance with Section 122(g)(4) of CERCLA, 42 U.S.C. § 9622(g)(4).

XVIII. EFFECTIVE DATE

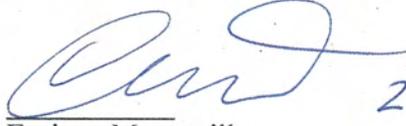
58. The effective date of this Settlement Agreement shall be the date upon which U.S.

EPA issues written notice to Settling Parties that public comment period pursuant to Paragraph XVI of this Settlement Agreement has closed and that comments received, if any, do not require modification of or withdrawal from this Settlement Agreement by U.S. EPA or the Federal Trustees.

IT IS SO AGREED AND ORDERED:

U.S. Environmental Protection Agency

By:



27 Sept 2018

Enrique Manzanilla
Director
Superfund Division
EPA Region IX

United States, on behalf of the Federal Trustees

By:



Ellen M. Mahan
Deputy Section Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice

Appendix A (Revised 10-16-2018)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data					Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.				
A/C Industrial Cleaning Co								
	A/C Industrial Cleaning Co.	177 E 15th St	Chico	CA	35,006	\$3,197		
			<i>TOTAL:</i>		35,006	\$3,197		
Adams Campbell Co								
	Adams Campbell Co.	1734 S Los Angeles	Los Angeles	CA	28,585	\$2,610		
			<i>TOTAL:</i>		28,585	\$2,610		
Aerosol Service Co								
	Aerosol Service Co.	425 S 9th Ave	City of Industry	CA	37,500	\$3,424		
			<i>TOTAL:</i>		37,500	\$3,424		
Afflu, Ltd., dba Dalee Car Bath								
	Dalee Car Bath	4890 Carpinteria Ave	Carpinteria	CA	11,306	\$1,032		
	Dalee Car Bath	527 Anacapa St	Santa Barbara	CA	109,900	\$10,036		
	Danny's Jiffy Car Wash	4890 Carpinteria Ave	Carpinteria	CA	4,231	\$386		
	Danny's Jiffy Car Wash	17890 Carpinteria Ave	Carpinteria	CA	10,300	\$941		
			<i>TOTAL:</i>		135,737	\$12,395		
AG RX								
	Joseph Powers	P O Box 752	Oxnard	CA	71,060	\$6,489		
	Pacific Pest Control	P O Box 5106	Oxnard	CA	98,350	\$8,981		
			<i>TOTAL:</i>		169,410	\$15,470		
Alcorn Fence Co								
	Alcorn Fence Co.	991 Glen Oaks Blvd	Sun Valley	CA	19,360	\$1,768		
	Stack Only	9900 Glen Oaks Blvd	Sun Valley	CA	4,072	\$372		
			<i>TOTAL:</i>		23,432	\$2,140		
Allfast Fastening Systems								
	Aerospace Rivet	8535 Dice Rd	Santa Fe Springs	CA	25,020	\$2,285		
	All Fast Fastening Systems	15251 E Don Julian Rd	City of Industry	CA	3,640	\$332		
	Allfast Fastening Systems	115200 Don Julian Rd	City of Industry	CA	9,827	\$897		
	Briles Rivet Corporation	2640 Vista Pacific Dr	Oceanside	CA	3,211	\$293		
			<i>TOTAL:</i>		41,698	\$3,807		
Anmorlite Inc.								
	Anmorlite Inc.	130 N Bingham Dr	San Marcos	CA	39,268	\$3,586		
			<i>TOTAL:</i>		39,268	\$3,586		

Appendix A (Revised 10-16-2018)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data					Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.				
Arnold Engineering								
	Arnold Engineering	1551 E Orangethorpe	Fullerton	CA	259,222	\$23,672		
	Arnold Technologies, Inc.	1303 Claudina St	Anaheim	CA	10,433	\$953		
			<i>TOTAL:</i>		269,655	\$24,625		
Arvinyl								
	Arvinyl	233 N Sherman Ave	Corona	CA	79,810	\$7,288		
			<i>TOTAL:</i>		79,810	\$7,288		
Asco Sintering Co								
	Asco Sintering Co.	2750 Garfield Ave	Commerce	CA	29,398	\$2,685		
			<i>TOTAL:</i>		29,398	\$2,685		
Audax Group								
	APC Industries	3030 Fletcher Dr	Los Angeles	CA	827	\$76		
	Arnold Magnetics	11520 W Jefferson Blvd	Culver City	CA	5,701	\$521		
	Electrical Specialty	7244 Condor St	Los Angeles	CA	14,474	\$1,322		
	Winchester Electronics	13536 Satcoy St	Van Nuys	CA	51,795	\$4,730		
			<i>TOTAL:</i>		72,797	\$6,649		
Axelson, Inc.								
	Axelson, Inc.	12025 E Florence	Sante Fe Springs	CA	11,060	\$1,010		
	Axelson, Inc.	2802 N Ventura Ave Bldg C	Ventura	CA	52,520	\$4,796		
	Axelson, Inc.	Broadway & Union	Orcutt	CA	63,319	\$5,782		
			<i>TOTAL:</i>		126,899	\$11,588		
Bard Parker								
	Bard Parker	14300 Winchester	Los Gatos	CA	193,165	\$17,640		
			<i>TOTAL:</i>		193,165	\$17,640		
BC Laboratories								
	BC Laboratories	4100 Pierce Rd	Bakersfield	CA	11,781	\$1,076		
	BC Laboratories	4000 Pierce Rd	Bakersfield	CA	863	\$79		
			<i>TOTAL:</i>		12,644	\$1,155		
Bemey Construction								
	Bemey Construction	16750-B Hale Ave	Irvine	CA	22,020	\$2,011		
			<i>TOTAL:</i>		22,020	\$2,011		

Appendix A (Revised 10-16-2018)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data				Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.			
Bien Nacido Vineyards							
	Bien Nacido Vineyards	santa maria	Santa Maria	CA	28,000	\$2,557	
			<i>TOTAL:</i>		28,000	\$2,557	
Borden Metal Products							
	Borden Metal Products Co, Inc.	12521 Los Nietos Rd	Santa Fe Springs	CA	113,224	\$10,340	
			<i>TOTAL:</i>		113,224	\$10,340	
Briggeman Disposal							
	Briggeman Disposal	3551 Sausalito St	Los Alamitos	CA	86,320	\$7,883	
	Briggeman Disposal	10608 Los Alamitos Blvd	Los Alamitos	CA	104,777	\$9,568	
			<i>TOTAL:</i>		191,097	\$17,451	
Burke Chemical							
	Burke Chemical	22039 S Westward Ave	Long Beach	CA	34,948	\$3,191	
			<i>TOTAL:</i>		34,948	\$3,191	
CAE							
	Singer Company - Link Division	1077 E Arques Ave	Sunnyvale	CA	51,167	\$4,673	
			<i>TOTAL:</i>		51,167	\$4,673	
California Avi-Tron							
	California Avi-Tron	9020 Aviation Blvd	Inglewood	CA	42,555	\$3,886	
			<i>TOTAL:</i>		42,555	\$3,886	
Carl's Jr							
	Carl's Jr.	2185 S Broadway	Santa Maria	CA	87,527	\$7,993	
			<i>TOTAL:</i>		87,527	\$7,993	
Centre Properties							
	Centre Properties	3450 Wilshire Blvd	Los Angeles	CA	84,157	\$7,685	
			<i>TOTAL:</i>		84,157	\$7,685	
Channel Disposal Co							
	Channel Disposal Co.				30,547	\$2,790	
			<i>TOTAL:</i>		30,547	\$2,790	

Appendix A (Revised 10-16-2018)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data				Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.			
Cigna Health Plans of CA							
	Cigna Health Plans of CA	10825 Shoemaker Ave	Santa Fe Springs	CA	10,854	\$991	
	Cigna Health Plans of CA/Ross Loos Medi	1711 W Temple	Los Angeles	CA	8,765	\$800	
	Ross Lees Medical Group	1711 W Temple	Los Angeles	CA	1,397	\$128	
			<i>TOTAL:</i>		21,016	\$1,919	
Circuitry Engineering							
	Circuitry Engineering	2771 Fruitdale	Los Angeles	CA	37,300	\$3,406	
			<i>TOTAL:</i>		37,300	\$3,406	
City of Hidden Hills							
	City of Hidden Hills	24549 Long Valley Rd	Hidden Hills	CA	32,120	\$2,933	
			<i>TOTAL:</i>		32,120	\$2,933	
Coast Welding Supply Inc							
	Coast Welding	Oxnard Plant	Oxnard	CA	70,056	\$6,397	
	Coast Welding				43,084	\$3,934	
	Coast Welding	916 W Betteravia Rd	Santa Maria	CA	5,620	\$513	
	Coast Welding				9,080	\$829	
	Coast Welding	Oxnard	Oxnard	CA	245,196	\$22,391	
			<i>TOTAL:</i>		373,036	\$34,064	
Commercial Coil Spring Company							
	Commercial Coil Spring Company	727 N Vernon Ave	Azusa	CA	52,760	\$4,818	
			<i>TOTAL:</i>		52,760	\$4,818	
Contract Applications, Inc.							
	Contract Applications, Inc	1080 N Kraemer Pl	Anaheim	CA	43,987	\$4,017	
			<i>TOTAL:</i>		43,987	\$4,017	
County of San Luis Obispo							
	County of San Luis Obispo - Agricultural	2156 Sierra Way Ste A	San Luis Obispo	CA	842,717	\$76,956	
	County of San Luis Obispo - Agricultural C				24,167	\$2,207	
	County of San Luis Obispo - Agricultural C	San Luis Obispo County Airport	San Luis Obispo	CA	2,000	\$183	
	County of San Luis Obispo - Agricultural C	Agricultural Commissioner SLO C	San Luis Obispo	CA	3,700	\$300	
	County of San Luis Obispo - Dept. of Gene	County Government Center	San Luis Obispo	CA	80	\$7	
	County of San Luis Obispo - Health Dept.	2191 Johnson Ave	San Luis Obispo	CA	3,639	\$332	
			<i>TOTAL:</i>		876,303	\$79,985	

Appendix A (Revised 10-16-2018)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data				Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.			
CP National							
	CP National	65 S Roop St	Susanville	CA	23,340	\$2,131	
			<i>TOTAL:</i>		23,340	\$2,131	
Crystalite Co							
	Crystalite Co.	13449 Beach Ave	Marina Del Rey	CA	34,536	\$3,154	
			<i>TOTAL:</i>		34,536	\$3,154	
Darnell Corp							
	Darnell Corp.	12000 Woodruff Ave	Downey	CA	197,500	\$18,036	
	Darnell Corp.	17915 Railroad St	City of Industry	CA	6,034	\$551	
			<i>TOTAL:</i>		203,534	\$18,587	
Data Card							
	Data Card	7175 Orangethorpe	Buena Park	CA	40,704	\$3,717	
	Data Card, Troy Division	2331 S Pullman St	Santa Ana	CA	16,785	\$1,533	
			<i>TOTAL:</i>		57,489	\$5,250	
Data Documents Systems							
	Data Documents Systems	8327 Garfield Ave	Bell Gardens	CA	7,335	\$670	
	Data Documents Systems	17011 Green Dr	City of industry	CA	14,524	\$1,326	
	Pitney Bowes	20920 S Chico St	Carson	CA	268	\$24	
			<i>TOTAL:</i>		22,127	\$2,020	
Dela-Tek, Incorporated							
	Dela-Tek	2000 N Vavages Ave	Coolidge	AZ	39,908	\$3,644	
			<i>TOTAL:</i>		39,908	\$3,644	
Denny's Restaurants							
	Denny's - Region 1	3000 Ste 102	Brea	CA	14,360	\$1,311	
	Denny's Restaurant	1460 Calle Joaquin	San Luis Obispo	CA	20,600	\$1,881	
	Denny's Restaurant	1420 N State College	Anaheim	CA	23	\$2	
	Denny's Restaurant	105 Osos Valley Rd	San Luis Obispo	CA	8,400	\$767	
			<i>TOTAL:</i>		43,383	\$3,961	
D-Whit, Inc. (fka Whitney Machinery Inc.)							
	Whitney Machinery	20 Iowa Ave	Riverside	CA	300,228	\$27,417	
			<i>TOTAL:</i>		300,228	\$27,417	

Appendix A (Revised 10-16-2018)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data					Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.				
Economics Lab Inc.								
	Economics Laboratory Inc.	640 Lenfest Road	San Jose	CA	27,720	\$2,531		
			<i>TOTAL:</i>		27,720	\$2,531		
EDCO Disposal								
	Edco	6670 Federal Blvd	Lemon Grove	CA	1,744	\$159		
	Edco	9005 Kenwood	Spring Valley	CA	2,180	\$199		
	EDCO Disposal	6670 Federal Blvd	Lemon Grove	CA	618	\$56		
	EDCO Disposal	418 W Avation Blvd	Fallbrook	CA	2,272	\$207		
	Edco/Rancho Disposal Inc.	9890 Cherry Ave	Fontana	CA	433	\$40		
	Rancho Disposal	P O Box 1100	Fontana	CA	433	\$40		
	Rancho Disposal	9890 Cherry Ave	Fontana	CA	18,356	\$1,676		
			<i>TOTAL:</i>		26,036	\$2,377		
Ericsson								
	Anaconda-Ericsson	1000 E Ball Rd	Anaheim	CA	16,580	\$1,514		
	Ericsson Radio System	3488 Arden Rd	Hayward	CA	520	\$47		
	Ericsson	1000 E Ball Rd	Anaheim	CA	11,629	\$1,062		
			<i>TOTAL:</i>		28,729	\$2,623		
Foster & Kleiser								
	Foster & Kleiser	1550 W Washington	Los Angeles	CA	31,920	\$2,915		
			<i>TOTAL:</i>		31,920	\$2,915		
Fruit Growers Supply								
	Fruit Growers Supply	225 S Wineville Rd	Ontario	CA	16,820	\$1,536		
	Fruit Growers Supply	225 W Wineville	Ontario	CA	5,463	\$499		
			<i>TOTAL:</i>		22,283	\$2,035		
Futura Metal Technology								
	Futura Metal Technology	31166 Via Colinas	Westlake Village	CA	135,560	\$12,379		
	Futura Titanium Corp	31166 Via Colinas			22,401	\$2,046		
			<i>TOTAL:</i>		157,961	\$14,425		
Gannett								
	Salinas Californian	123 W Alisal St	Salinas	CA	13,298	\$1,214		
	Tucson Newspapers, Inc. (TNI)	4850 S Park Ave	Tucson	AZ	15,622	\$1,427		
			<i>TOTAL:</i>		28,920	\$2,641		

Appendix A (Revised 10-16-2018)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data					Settlement Option A	Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)		
Gannon Manufacturing Company Inc.							
	Gannon Manufacturing Company Inc	14882 E Firestone Blvd	La Mirada	CA	41,791	\$3,816	
			<i>TOTAL:</i>		41,791	\$3,816	
Haley Brothers							
	Haley Brothers	5700 S San Pedro	Los Angeles	CA	49,865	\$4,554	
			<i>TOTAL:</i>		49,865	\$4,554	
Honetrat Corporation							
	Honetrat Corporation	400 N Berry	Brea	CA	34,820	\$3,180	
			<i>TOTAL:</i>		34,820	\$3,180	
IAMA Inc.							
	IAMA, Inc. dba AM & Associates	5312 Production Dr	Huntington Beac	CA	165,740	\$15,135	
			<i>TOTAL:</i>		165,740	\$15,135	
Imacc Corp							
	Myers Container Corporation	10103 NE Marx St	Portland	OR	27,399	\$2,502	
	Myers Container Corporation	5820 Bickett St	Huntington Park	CA	92,433	\$8,441	
	Myers Container Corporation	900 Brookside	San Pablo	CA	18,300	\$1,671	
	Myers Container Corporation	4500 Shellmound St	Emeryville	CA	1,179,700	\$107,729	
			<i>TOTAL:</i>		1,317,832	\$120,343	
Inca Products Company							
	Inca Products Co. Inc.	13272 6th St	Chino	CA	141,313	\$12,905	
			<i>TOTAL:</i>		141,313	\$12,905	
J Colavin & Sons							
	J. Colavin & Sons				64,802	\$5,918	
			<i>TOTAL:</i>		64,802	\$5,918	
Jack in the Box							
	Jack in the Box	2793 W Ball Rd	Anaheim	CA	0	\$0	
	Jack in the Box	6875 Hollister Ave	Goleta	CA	42,440	\$3,876	
			<i>TOTAL:</i>		42,440	\$3,876	

Appendix A (Revised 10-16-2018)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data					Settlement Option A	Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)		
Jostens Inc.							
	Jostens Inc.	Santa Barbara CA	Santa Barbara	CA	380	\$35	
	Jostens Inc.	3111 Ortega Hill Rd	Summerland		417	\$38	
	Jostens inc.	2111 Ortega Rd	Santa Barbara	CA	18,973	\$1,733	
			<i>TOTAL:</i>		19,770	\$1,806	
K&N Engineering Inc.							
	K&N Engineering Inc	P O Box 1329	Riverside	CA	28,080	\$2,564	
			<i>TOTAL:</i>		28,080	\$2,564	
K/J Plating, Inc.							
	K&J Plating	21750 Main St	Colton	CA	48,022	\$4,385	
			<i>TOTAL:</i>		48,022	\$4,385	
Kerr Dental							
		11436 Sorrento Valley Rd	San Diego	CA	41,165	\$3,759	
	Demetron	235 Tennant Ave	Morgan Hill	CA	2,234	\$204	
	Sybron Gamlen	121 S Maple Ave #16	South San Franci	CA	4,838	\$442	
			<i>TOTAL:</i>		48,237	\$4,405	
Kerr Glass Mfg. Corp.							
	Kerr Manufacturing	4855 E 52nd Pl	Maywood	CA	27,120	\$2,477	
			<i>TOTAL:</i>		27,120	\$2,477	
Keystone Products, Inc.							
	Keystone Products Inc.	1333 S Bon View Ave	Ontario	CA	196,520	\$17,946	
			<i>TOTAL:</i>		196,520	\$17,946	
Kilovac Corp							
	Kilovac Corp.	550 Linden Ave	Carpenteria	CA	20,599	\$1,881	
			<i>TOTAL:</i>		20,599	\$1,881	
Komfort Corporation							
	Komfort industries	7888 Lincoln	Riverside	CA	28,416	\$2,595	
	Komfort Motor Homes	7337 Central	Riverside	CA	12,115	\$1,106	
			<i>TOTAL:</i>		40,531	\$3,701	

Appendix A (Revised 10-16-2018)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data				Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.			
Magnet Sales & Manufacturing							
	Magnet Sales & Manufacturing	11250 Playa St	Culver City	CA	47,528	\$4,340	
			<i>TOTAL:</i>		47,528	\$4,340	
Manufacturers Life Insurance							
	John Hancock Properties	2 Copley Pl Ste 200	Boston	MA	4,280	\$391	
	Manufacturers Life Insurance	250 Bloor St	Toronto, Ontario,	CN	20,740	\$1,894	
			<i>TOTAL:</i>		25,020	\$2,285	
Marriott International, Inc.							
	J.W. Marriott	2151 Ave of the Stars	Los Angeles	CA	674	\$62	
	Marriot Hotel	500 Bay View Cir	Newport Beach	CA	293	\$27	
	Marriot In-Flite Services	7255 World Way West	Los Angeles	CA	15,060	\$1,375	
	Marriot In-Flite Services	6901 W. Imperial HWY	Los Angeles	CA	4,180	\$382	
	Marriott Corporation	1260 Channel Dr	Santa Barbara	CA	12,650	\$1,155	
			<i>TOTAL:</i>		32,857	\$3,001	
Martin Decker Company							
	Martin Decker Company	1928 S Grand	Santa Ana	CA	84,340	\$7,702	
			<i>TOTAL:</i>		84,340	\$7,702	
Merck & Co., Inc.							
	Calgon Corporation	18631 Lime Kiln Rd	Sonora	CA	9,780	\$893	
	Kelco, Division of Merck & Co., Inc.	2145 E Belt Dr	San Diego	CA	8,533	\$779	
	Kelco, Division of Merck & Co., Inc.	8225 Aero Dr	San Diego	CA	15,408	\$1,407	
	Kelco, Division of Merck & Co., Inc.	P O Box 70176	Bakersfield	CA	1,120	\$102	
	Newport Pharmaceuticals	1590 Monrovia Blvd	Newport Beach	CA	42,518	\$3,883	
	Newport Pharmaceuticals	P O Box 1990	Newport Beach	CA	9,762	\$891	
			<i>TOTAL:</i>		87,121	\$7,955	
Metelics							
	Metelics	975 Stewart	Sunnyvale	CA	1,001	\$91	
	Metelics	1031-C E Duane Ave	Sunnyvale	CA	29,650	\$2,708	
			<i>TOTAL:</i>		30,651	\$2,799	
Nanofilm							
	Nanofilm	2641 Townsgate Rd	Westlake Village	CA	31,246	\$2,853	
			<i>TOTAL:</i>		31,246	\$2,853	

Appendix A (Revised 10-16-2018)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data				Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.			
Norris Plumbing Fixtures							
	Norris Plumbing Fixtures	700 Fairway Dr	Walnut	CA	51,280	\$4,683	
			<i>TOTAL:</i>		51,280	\$4,683	
Pacific Resins & Chemicals							
	Pacific Rosins & Chemicals	2502 Goodrick Richmond	Richmond	CA	32,600	\$2,977	
			<i>TOTAL:</i>		32,600	\$2,977	
Pacific Ship Repair							
	Arcwell Corporation	1452 N Johnson Ave	El Cajon	CA	35,553	\$3,247	
	Arcwell Corporation	510 16th St	San Diego	CA	705	\$64	
	Pacific Ship Repair	1625 Rigel St	San Diego	CA	1,206	\$110	
			<i>TOTAL:</i>		37,464	\$3,421	
PCB Engineering Inc.							
	PCB Engineering	572 Charcot Ave	San Jose	CA	29,986	\$2,738	
			<i>TOTAL:</i>		29,986	\$2,738	
Penhall Company							
	Bob Mack Co.	254 Santa Rosa	San Luis Obispo	CA	33,480	\$3,057	
	Bob Mack Co.	RR#3 Box 157D	San Luis Obispo	CA	960	\$88	
	Penhall Company	1801 Penhall Way	Anaheim	CA	18,430	\$1,683	
			<i>TOTAL:</i>		52,870	\$4,828	
Petroleum Contractors, Inc.							
	Petroleum Contractors, Inc.	2030 W 17th St	Long Beach	CA	36,960	\$3,375	
			<i>TOTAL:</i>		36,960	\$3,375	
Precision Anodizing & Plating, Inc.							
	Precision Anodizing & Plating	1601 N Miller St	Anaheim	CA	186,740	\$17,053	
			<i>TOTAL:</i>		186,740	\$17,053	
Precision Autobody							
	Precision Automotive	7654 Tampa Ave	Reseda	CA	35,820	\$3,271	
			<i>TOTAL:</i>		35,820	\$3,271	

Appendix A (Revised 10-16-2018)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data					Settlement Option A	Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)		
QT Optoelectronics							
	General Instrument Corp.	11801 Miriam Dr	El Paso	TX	283	\$26	
	General Instrument Corp.	3400 Hillview Ave	Palo Alto	CA	31,998	\$2,922	
	General Instrument Corp.	2400 Hillview		CA	0	\$0	
	General Instrument Corp.	1401 Lomaland	El Paso	TX	2,492	\$228	
	General Instrument Corp.	2355 W Williamsfield Rd	Chandler	AZ	27,915	\$2,549	
	Quality Technologies	3400 Hillview Ave	Palo Alto	CA	165,948	\$15,154	
			<i>TOTAL:</i>		228,636	\$20,879	
Rain Bird Sprinkler Mfg. Corp.							
	Anthony Manufacturing	1000 W Sierra Madre	Azusa	CA	20,073	\$1,833	
	Cleomar Manufacturing Corporation	413 S Motor Ave	Azusa	CA	2,534	\$231	
	Lyntone Engineering	215 N Grand Ave	Glendora	CA	1,890	\$173	
	Lyntone Engineering	750 W Bennett St	Glendora	CA	2,008	\$183	
	Sierra Screw Products	1000 W Sierra Madre	Azusa	CA	25,648	\$2,342	
			<i>TOTAL:</i>		52,153	\$4,762	
Resin Technology Company							
	Resin Technology Corporation	2270 Castle Harbor Pl	Ontario	CA	33,628	\$3,071	
			<i>TOTAL:</i>		33,628	\$3,071	
S I I Willis Oil Tool Company							
	S.I.I. Willis Oil Tool Company	2451 Palm Dr	Long Beach	CA	75,085	\$6,857	
	Willis Oil Tool Company	2451 Palm Ave	Long Beach	CA	19,995	\$1,826	
			<i>TOTAL:</i>		95,080	\$8,683	
Schuster Flexible Packaging/Schuster Cellophane							
	Schuster Flexible Packaging/Schuster Cell	4553 Seville Ave	Vernon	CA	35,581	\$3,249	
			<i>TOTAL:</i>		35,581	\$3,249	
Sea-Land Service, Inc.							
	Sea Land	669 Panorama Dr	Long Beach	CA	32,998	\$3,013	
			<i>TOTAL:</i>		32,998	\$3,013	
Shepherd Machinery							
	Shepherd Machinery	605 Rosehill Rd	Whittier	CA	86,198	\$7,872	
	Shepherd Machinery	1006 Rose Hills Rd	Whittier	CA	7,172	\$655	
			<i>TOTAL:</i>		93,370	\$8,527	

Appendix A (Revised 10-16-2018)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data				Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.			
Silicon Valley Group							
	Silicon Valley Group	541 E Trimble	San Jose	CA	489	\$45	
	Thermco Systems Inc.	1465 N Batavia St	Orange	CA	73,375	\$6,701	
	Thermo Products	1465 N Batavia St	Orange	CA	78,190	\$7,140	
			<i>TOTAL:</i>		152,054	\$13,886	
Smart Supply Company							
	Smart Supply	51 Roman Dale	Santa Fe Springs	CA	29,284	\$2,674	
			<i>TOTAL:</i>		29,284	\$2,674	
Soco West, Inc.							
	Crown Chemical Corp./Retrosolue Corp.	1888 Nirvana Ave	Chula Vista	CA	33,832	\$3,090	
	Stinnes-Western Chemical Corp.	3270 E Washington Blvd	Los Angeles	CA	40,993	\$3,743	
	Western Chemical				42,320	\$3,865	
			<i>TOTAL:</i>		117,145	\$10,698	
Southern California Carton							
	Southern California Carton	7340 Lampson Ave	Garden Grove	CA	62,467	\$5,704	
			<i>TOTAL:</i>		62,467	\$5,704	
Stanley Bostich							
	Stanley Bostich	P.O. Box 111	Visalia	CA	9,135	\$834	
	Taylor Rental Center	4250 E Main St	Ventura	CA	12,404	\$1,133	
	Taylor Rentals	4250 E Main	Ventura	CA	10,620	\$970	
	Taylor Rentals	2450 Castro Valley Blvd	Castro Valley	CA	998	\$91	
			<i>TOTAL:</i>		33,157	\$3,028	
Steve Reynolds, Prado Road Service							
	Steve Reynolds, Prado Road Service	253 Elks Ln	San Luis Obispo	CA	21,780	\$1,989	
			<i>TOTAL:</i>		21,780	\$1,989	
Sun Eight Company, Inc.							
	Sun Eight	588 Porter Way	Placentia	CA	33,289	\$3,040	
			<i>TOTAL:</i>		33,289	\$3,040	
Sundance Spas							
	Sundance Spas	13951 Monte Vista Ave	Chino	CA	36,705	\$3,352	
			<i>TOTAL:</i>		36,705	\$3,352	

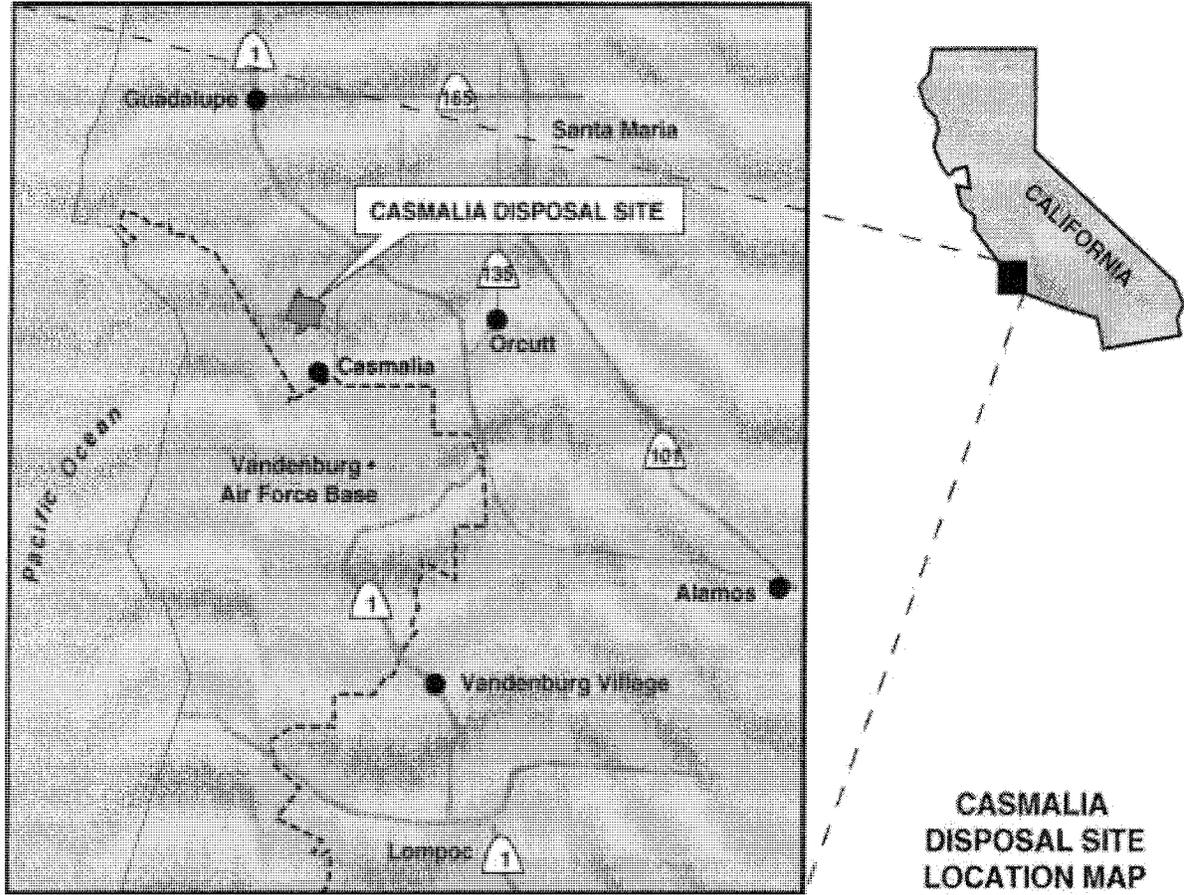
Appendix A (Revised 10-16-2018)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data				Qty. (lbs.)	Settlement Option A	Settlement Option B
	Name	Address	City	St.			
Super Seal and Stripe							
	Super Seal and Stripe	1662 Lirio Ave	Ventura	CA	168,420	\$15,380	
	Super Seal and Stripe	5459 Palbaetti Rd	Ventura	CA	19,180	\$1,751	
			<i>TOTAL:</i>		187,600	\$17,131	
Superior Gear							
	Superior Gear	14814 S Broadway	Gardena	CA	41,529	\$3,792	
			<i>TOTAL:</i>		41,529	\$3,792	
Thermo Analytical Inc. /EAL							
	EAL Corp.	2030 Wright Ave	Richmond	CA	24,940	\$2,277	
	Thermo Analytical Inc./EAL	2030 Wright Ave	Richmond	CA	11,963	\$1,092	
			<i>TOTAL:</i>		36,903	\$3,369	
Thornton Coast Ring Corp							
	Thornton Coast Ring Corp.	5000 Hampton	Los Angeles	CA	25,533	\$2,332	
			<i>TOTAL:</i>		25,533	\$2,332	
Tryad Service Corp							
	Tryad Service Corp.	3914 Cherry Ave	Long Beach	CA	42,240	\$3,857	
			<i>TOTAL:</i>		42,240	\$3,857	
Tulip Corporation							
	Automotive Battery Company	3211 E 26th St	Los Angeles	CA	53,320	\$4,869	
	PHI Inc.	14955 E Salt Lake Ave	City of Industry	CA	73,908	\$6,749	
	Preco Inc.	6300 E Slauson St	City of Commerce	CA	6,475	\$591	
			<i>TOTAL:</i>		133,703	\$12,209	
Universal Molding Company							
	Universal Molding	10850 Drury Ln	Lynwood	CA	163,111	\$14,895	
			<i>TOTAL:</i>		163,111	\$14,895	
US Foods, Inc.							
	PYA Monarch, Inc	620 S Hacienda Blvd	City of Industry	CA	45,740	\$4,177	
	S.E. Rykoff & Co.	737 Terminal St	Los Angeles	CA	25,961	\$2,371	
	S.E. Rykoff & Co.	21401 Big Basin Hwy	Boulder Creek	CA	1,052	\$96	
			<i>TOTAL:</i>		72,753	\$6,644	

Appendix A (Revised 10-16-2018)
 Summary of De Minimis Settlement Amounts
 Respondents

Settling Party	Facility Data					Settlement Option A	Settlement Option B
	Name	Address	City	St.	Qty. (lbs.)		
Ventura Rubbish	Ventura Rubbish	1559 Lirio	Ventura	CA	28,620	\$2,614	
			<i>TOTAL:</i>		28,620	\$2,614	
Vorelco Inc.	Vorelco Inc.	11300 Playa St	Culver City	CA	63,040	\$5,757	
			<i>TOTAL:</i>		63,040	\$5,757	
Western Specialty Coatings Co	Western Specialty Coatings Co.	1400 E Washington	Los Angeles	CA	287,813	\$26,283	
			<i>TOTAL:</i>		287,813	\$26,283	

Appendix B
Site Location Map



Casmalia Disposal Site

EPA Region IX AOC No. 99-02(k)

Appendix C
Contaminants List

CHEMICAL NAME	
1,1,1-Trichloroethane	1,2-Dibromoethane
1,1,2,2-Tetrachloroethane	1,2-Dichlorobenzene
1,1,2-Trichloro-1,2,2-trifluoroethane	1,2-Dichloroethane
1,1,2-Trichloroethane	1,2-Dichloropropane
1,1-Dichloroethane	1,3,5-Trimethylbenzene
1,1-Dichloroethene	1,3-Dichlorobenzene
1,2,3,4,6,7,8,9-OCDD	1,4-Dichlorobenzene
1,2,3,4,6,7,8,9-OCDF	1,4-Dioxane
1,2,3,4,6,7,8-HpCDD	1,4-Naphthoquinone
1,2,3,4,6,7,8-HpCDF	1,4-Phenylenediamine
1,2,3,4,7,8,9-HpCDF	2,3,4,6,7,8-HxCDF
1,2,3,4,7,8-HxCDD	2,3,4,6-Tetrachlorophenol
1,2,3,4,7,8-HxCDF	2,3,4,7,8-PeCDF
1,2,3,6,7,8-HxCDD	2,3,7,8-TCDD
1,2,3,6,7,8-HxCDF	2,3,7,8-TCDF
1,2,3,7,8,9-HxCDD	2,4,5-T
1,2,3,7,8,9-HxCDF	2,4,5-TP (Silvex)
1,2,3,7,8-PeCDD	2,4,5-Trichlorophenol
1,2,3,7,8-PeCDF	2,4-D
1,2,3-Trichlorobenzene	2,4-Dichlorophenol
1,2,4-Trichlorobenzene	2,4-Dimethylphenol
1,2,4-Trimethylbenzene	2,4-Dinitrophenol
1,2-Dibromo-3-chloropropane	2,6-Dichlorophenol
2-Chlorophenol	Benzyl butyl phthalate
2-Chlorotoluene	Beryllium
2-Hexanone	Beryllium
2-Methylnaphthalene	Beta BHC
2-Nitrophenol	bis(2-Chloroethoxy) methane
2-Picoline	bis(2-Chloroethyl) ether
4,4'-DDT	bis(2-Ethylhexyl) phthalate

Appendix C
Contaminants List

4-Chloro-3-methylphenol	Bromide
4-Nitrophenol	Bromobenzene
Acenaphthene	Bromochloromethane
Acenaphthylene	Bromodichloromethane
Acetone	Bromoform
Acetonitrile	Bromomethane
Acetophenone	Cadmium
Aldrin	Carbon disulfide
Allyl chloride	Carbon tetrachloride
Alpha BHC	Chlorobenzene
Aniline	Chloroethane
Antimony	Chloroform
Arsenic	Chloromethane
Barium	Chromium
Benzene	cis-1,2-Dichloroethene
Benzo[a]pyrene	cis-1,3-Dichloropropene
Benzo[b]fluoranthene	Cobalt
Benzoic acid	Copper
Benzyl alcohol	Cyclohexanone
DBCP	Hexachlorobutadiene
delta-BHC	Isobutyl alcohol
Di-n-butyl phthalate	Isophorone
Dibromomethane	Isopropyl alcohol
Dicamba	Isopropylbenzene
Dichlorodifluoromethane	Lead
Dichloroprop	m-Cresol
Diesel Range Organics (C12 - C24)	MCPP
Diethyl phthalate	Mercury
Dimethyl phthalate	Methoxychlor
Dinoseb	Methyl ethyl ketone
EDB	Methyl isobutyl ketone

Appendix C
Contaminants List

Endrin	Methylene chloride
Ethane, 1,1,2,2-tetrachloro- 1,2-di	Molybdenum
Ethanol	n-Butylbenzene
Ethylbenzene	N-Nitrosodi-n-butylamine
Fluoranthene	N-Nitrosodiethylamine
Fluorene	N-Nitrosodimethylamine
gamma-BHC (Lindane)	N-Nitrosomethylethylamine
Hepta-CDDs	N-Nitrosomorpholine
Hepta-CDFs	n-Propylbenzene
Heptachlor	Naphthalene
Heptachlor epoxide	Nickel
Hexa-CDDs	o-Cresol
Hexa-CDFs	o-Xylene
Hexachlorobenzene	P-Cresol
p-Isopropyltoluene	Tetra-CDFs
Penta-CDDs	Tetrachloroethene
Penta-CDFs	Tetrahydrofuran
Pentachlorophenol	Thallium
Phenanthrene	Tin
Phenol	Toluene
Pyrene	Total Petroleum Hydrocarbons as Diesel Fuel
Pyridine	Total xylenes
sec-Butylbenzene	trans-1,2-Dichloroethene
Selenium	Trichloroethene
Silver	Trichloroethylene
Sodium	Trichlorofluoromethane
Styrene	Vanadium
Sulfate	Vinyl acetate
Sulfide	Vinyl chloride
Tetra-CDDs	Zinc

CONSENT AND AUTHORIZATION

A/C Industrial Cleaning Co.

A/C Industrial Cleaning Co. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 1st. DAY OF May, 2018

BY: 
(Signature) Paul Taveira

BY: Paul Taveira, President & CEO
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

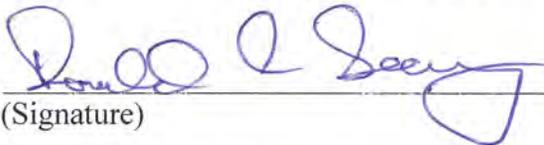
- I elect to settle subject to the terms and conditions of Settlement Option A.*
- I elect to settle subject to the terms and conditions of Settlement Option B.*

CONSENT AND AUTHORIZATION

Adams Campbell Co.

Adams Campbell Co. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 13 DAY OF April, 2018

BY: 
(Signature)

BY: RONALD A. SEARCY, PRESIDENT
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Aerosol Service, Inc.

Aerosol Service, Inc. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 29 DAY OF FEBRUARY, 2018

BY: 
(Signature)

BY: Francis Rivera
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.*
- I elect to settle subject to the terms and conditions of Settlement Option B.*

CONSENT AND AUTHORIZATION

Afflu, Ltd dba Dalee Car Bath

Afflu, Ltd dba Dalee Car Bath ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 28th DAY OF February, 2018

BY: 
(Signature)

BY: Dale S. Johnson
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

AG RX

AG RX ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 25th DAY OF April, 2018

BY: [Signature]
(Signature)

BY: Kimberly Eisel
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Alcorn Fence Co.

Alcorn Fence Co. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 25 DAY OF APRIL, 2018

BY: Thomas J. Stack
(Signature)

BY: THOMAS J. STACK
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

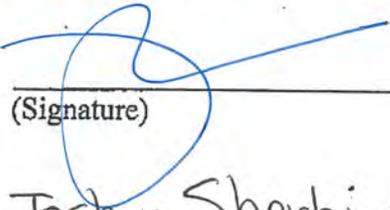
- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

ALLFAST Fastening Systems

ALLFAST Fastening Systems ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 26th DAY OF February, 2018

BY: 
(Signature)

BY: Joshua Sherbin
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.*
- I elect to settle subject to the terms and conditions of Settlement Option B.*

CONSENT AND AUTHORIZATION

Armorlite Inc.

Armorlite Inc. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 24th DAY OF August, 2018

BY: 
(Signature)

BY: M. Kathryn Bernard
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.*
- I elect to settle subject to the terms and conditions of Settlement Option B.*

CONSENT AND AUTHORIZATION

Arnold Engineering

Arnold Engineering ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 20th DAY OF MARCH, 2018

BY: 
(Signature)

BY: WILLIAM A. SMITH II
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

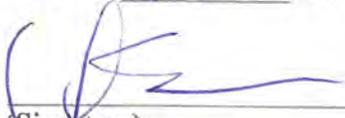
CONSENT AND AUTHORIZATION

Arvinyl

Arvinyl ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 2nd DAY OF March, 2018

BY:


(Signature)

BY:

Loree Sheiko, Asst. General Counsel
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

ASCO Sintering Co.

ASCO Sintering Co. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 21 DAY OF February, 2018

BY:  CFO
(Signature)

BY: ROBERT LE BRUN
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

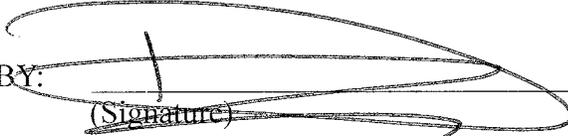
- I elect to settle subject to the terms and conditions of Settlement Option A.*
- I elect to settle subject to the terms and conditions of Settlement Option B.*

CONSENT AND AUTHORIZATION

Audax Group

Audax Group ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 6th DAY OF April, 2018

BY: 
(Signature)

BY: Daniel H Weintraub
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Axelson, Inc

Axelson, Inc ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 1st DAY OF June, 2018

BY: 
(Signature)

BY: James W. Ferguson
(Print or Type Name)

* On behalf of Axelson, Inc., Dresser Industries, and Halliburton Energy Services Inc.

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Bard Parker

Bard Parker ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 26 DAY OF FEBRUARY, 2018

BY: 
(Signature)

BY: PAMELA A. DAVIDSON
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.*
- I elect to settle subject to the terms and conditions of Settlement Option B.*

CONSENT AND AUTHORIZATION

BC Laboratories, Inc.

BC Laboratories, Inc. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 7 DAY OF September 2018

BY: Carolyn Jackson
(Signature)

BY: CAROLYN JACKSON
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

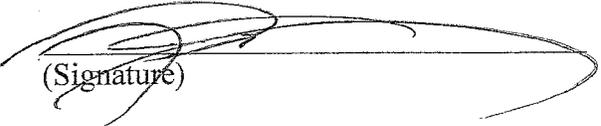
- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Berney Construction

Berney Construction ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 26 DAY OF February, 2018

BY: 
(Signature)

BY: Paula Dougherty
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.*
- I elect to settle subject to the terms and conditions of Settlement Option B.*

CONSENT AND AUTHORIZATION

Bien Nacido Vineyards

Bien Nacido Vineyards ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 12 DAY OF September, 2018

BY: Marshall T. Miller
(Signature)

BY: Marshall T. Miller
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

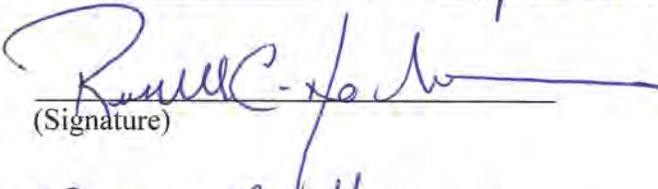
CONSENT AND AUTHORIZATION

Borden Metal Products

Harsco Corporation, through its April 11, 1986 acquisition of certain assets of Borden Metal Products, ("Settling Party") and by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 6th DAY OF September, 2018

BY:


(Signature)

BY:

Russell C. Hochman
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Briggeman

Briggeman Disposal

Briggeman

Briggeman Disposal ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 15th DAY OF April, 2018

BY:


(Signature)

BY:

Joseph J. Benco
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

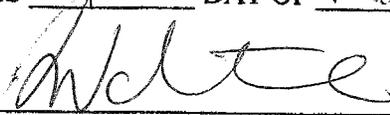
- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Burke Chemical

Burke Chemical ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 1st DAY OF May, 2018

BY: 
(Signature)

BY: Paul Valentine
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

CAE Inc.

CAE ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 19th DAY OF April, 2018

BY: [Signature]
(Signature)

BY: MARK HOWNSELL
(Print or Type Name) General Counsel
and Corporate Secretary

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

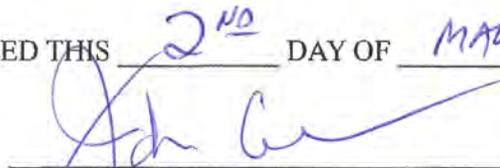
CONSENT AND AUTHORIZATION

California Avi-Tron

California Avi-Tron ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 2ND DAY OF MAY, 2018

BY:


(Signature)

BY:

(EX. (ACT.)) JOHN G. COBURN
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Carl's Jr.

Carl's Jr. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 16th DAY OF April, 2018

BY: 
(Signature)

BY: William Werner
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Centre Properties

Centre Properties ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 5TH DAY OF March, 2018

BY: Kent Mouton on behalf of Kennedy Wilson / Centre Properties
(Signature)

BY: KENT MOUTON
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Channel Disposal Co

Channel Disposal Co ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 5th DAY OF September, 2018

BY: Brian Buzan
(Signature)

BY: Brian Borgatello
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

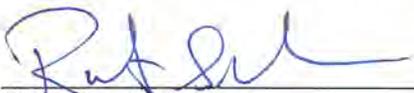
- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Cigna Health Plans of CA

Cigna Health Plans of CA ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 1st DAY OF May, 2018

BY: 
(Signature)

BY: Ruth S. Uselton
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Circuitry Engineering

Circuitry Engineering ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 9 DAY OF Sept, 2018

BY:

Tony Kalpi
(Signature)

BY:

Tony Kalpi
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

City of Hidden Hills

City of Hidden Hills ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 23 DAY OF April, 2018

BY: 
(Signature)

BY: KERRY KALLMAN, City Manager
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Coast Welding Supply, Inc.

Coast Welding Supply, Inc. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 14th DAY OF May, 2018

BY: [Signature]
(Signature)

BY: Eric S. Swner
(Print or Type Name) Associate General Counsel and
Chief Litigation Counsel, Praxair, Inc.

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Commercial Coil Spring Company

Commercial Coil Spring Company ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 9th DAY OF April, 2018

BY: *MBC*
(Signature)

BY: MBC Curran
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

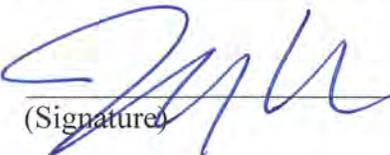
- I elect to settle subject to the terms and conditions of Settlement Option A.*
- I elect to settle subject to the terms and conditions of Settlement Option B.*

CONSENT AND AUTHORIZATION

Contract Applications, Inc.

Contract Applications, Inc. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 26th DAY OF April, 2018

BY: 
(Signature)

BY: Jeffrey L. Coffey
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

County of San Luis Obispo

County of San Luis Obispo ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 4th DAY OF September, 2018

BY:

(Signature)

BY:

Timothy McNulty, Asst. County Counsel
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

C.P. National

Alltel Corporation, in its capacity as successor in interest to CP National, by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 8th DAY OF May, 2018

BY: 
(Signature)

BY: PAUL SERBER
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Crystallite Co

Crystallite Co ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 24th DAY OF April, 2018

BY: 
(Signature)

BY: Loyal M. Peterman, Jr., President
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

Casmalia Disposal Site

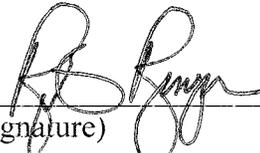
EPA Region IX AOC No. 99-02(k)

CONSENT AND AUTHORIZATION

Darnell Corp

Darnell Corp ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 2ND DAY OF MARCH, 2018

BY: 
(Signature)

BY: BRENT BARGAR
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Data Card

Data Card ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 13th DAY OF September, 2018

BY: 
(Signature)

BY: LISA J. TIBBITS
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

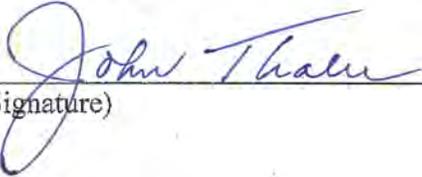
CONSENT AND AUTHORIZATION

Data Documents Systems

Data Documents Systems ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 2nd DAY OF March, 2018

BY:


(Signature)

BY:

John Thaler
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.*
- I elect to settle subject to the terms and conditions of Settlement Option B.*

CONSENT AND AUTHORIZATION

Dela-Tek, Incorporated

Dela-Tek, Incorporated ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 12th DAY OF September, 2018

BY: 
(Signature)

BY: Todd S. Anderson
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Denny's Restaurants

Denny's Restaurants ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 16 DAY OF April, 2018

BY: [Signature]
(Signature)

BY: Lester Nail
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

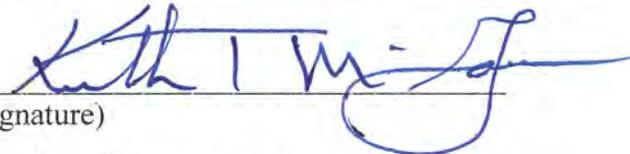
- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

D-Whit, Inc. (fka Whitney Machinery, Inc.)

D-Whit, Inc. (fka Whitney Machinery, Inc.) ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 5th DAY OF MARCH, 2018

BY: 
(Signature)

BY: Keith T. McGovern, Partner
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.*
- I elect to settle subject to the terms and conditions of Settlement Option B.*

CONSENT AND AUTHORIZATION

Economics Lab, Inc.

Economics Lab, Inc. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 14 DAY OF February, 2018

BY: Peter L. Tester
(Signature)

BY: Peter L. Tester, Senior Corporate Counsel
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

EDCO Disposal

EDCO Disposal ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 12th DAY OF SEPTEMBER, 2018

BY: [Signature]
(Signature)

BY: Steve Swart
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Ericsson

Ericsson ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 28th DAY OF February, 2018

BY: 
(Signature)

BY: Ryan Wiltz
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.*
- I elect to settle subject to the terms and conditions of Settlement Option B.*

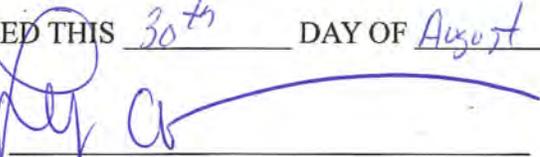
CONSENT AND AUTHORIZATION

Foster & Kleiser

Foster & Kleiser ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 30th DAY OF August, 2018

BY:



(Signature)

BY: Lynn A. Feldman, Executive Vice President and General Counsel
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.*
- I elect to settle subject to the terms and conditions of Settlement Option B.*

CONSENT AND AUTHORIZATION

Fruit Growers Supply

Fruit Growers Supply ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 23rd DAY OF February, 2018

BY:



(Signature) Vice President Law and General Counsel

BY:

John S. Caragozian

(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.*
- I elect to settle subject to the terms and conditions of Settlement Option B.*

CONSENT AND AUTHORIZATION

Futura Metal Technology

Futura Metal Technology ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 7TH DAY OF FEBRUARY, 2018

BY: B Lloyd
(Signature)

BY: BRENT LLOYD
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Gannett

Gannett ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 24th DAY OF April, 2018

BY: 
(Signature)

BY: Elizabeth A. Allen
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.*
- I elect to settle subject to the terms and conditions of Settlement Option B.*

CONSENT AND AUTHORIZATION

Gannon Manufacturing Company

Gannon Manufacturing Company ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 28th DAY OF February, 2018

BY: Mark A. Miller
(Signature)

BY: MARK A. Miller, CFO
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Haley Brothers

Haley Brothers ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 15th DAY OF MAY, 2018

BY: , CEO
(Signature)

BY: JEFFREY COBB, CEO
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Honetreat Corporation

Honetreat Corporation ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 24th DAY OF April, 2018

BY: Todd Barrett
(Signature)

BY: Todd Barrett
(Print or Type Name)
Director of Finance & Accounting

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

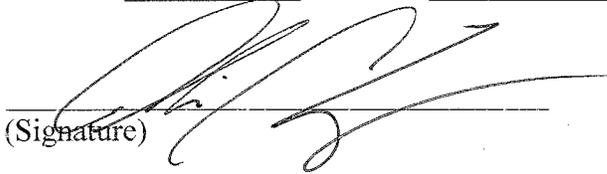
IAMA, Inc.

IAMA, Inc. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 1 DAY OF MARCH, 2018

BY:

(Signature)



BY:

(Print or Type Name)

ALVIN C. LANG

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.*
- I elect to settle subject to the terms and conditions of Settlement Option B.*

CONSENT AND AUTHORIZATION

IMAAC Corporation

IMAAC Corporation ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS FIRST DAY OF MAY, 2018

BY: 
(Signature)

BY: MICHAEL T. HOLMES
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Inca Products Company

Inca Products Company ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 2nd DAY OF March, 2018

BY: 
(Signature)

BY: MICHAEL LIZARRAGA
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.*
- I elect to settle subject to the terms and conditions of Settlement Option B.*

CONSENT AND AUTHORIZATION

J. Colavin & Sons

J. Colavin & Sons ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 26th DAY OF April, 2018

BY: 
(Signature)

BY: Ronald Schwartz, General Manager
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.*
- I elect to settle subject to the terms and conditions of Settlement Option B.*

CONSENT AND AUTHORIZATION

Jack in the Box

Jack in the Box ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS Sept DAY OF 11, 2018

BY: Robert Gonzales.
(Signature)

BY: Robert Gonzales
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Jostens, Inc.

Jostens, Inc. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 4th DAY OF September, 2018

BY: 
(Signature)

BY: Dawn Hansen
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.*
- I elect to settle subject to the terms and conditions of Settlement Option B.*

CONSENT AND AUTHORIZATION

K&N Engineering, Inc.

K&N Engineering, Inc. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 2 DAY OF May, 2018

BY: [Signature]
(Signature)

BY: Jesse Spongin
(Print or Type Name) President

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

K/J Plating, Inc.

K/J Plating, Inc. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 2 DAY OF May, 2018

BY: *Jerry E Mall*
(Signature)

BY: JERRY E MALL
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

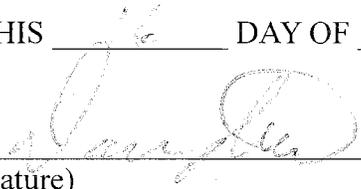
CONSENT AND AUTHORIZATION

Kerr Dental

Kerr Dental ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 16 DAY OF APRIL, 2018

BY:


(Signature)

BY:

DAVID PRATT
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Kerr Glass Mfg. Corp. (Ball Inc.)

Kerr Glass Mfg. Corp. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 28th DAY OF February, 2018

BY: Charles E. Baker
(Signature)

BY: Charles E. Baker
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
 I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Keystone Products, Inc.

Keystone Products, Inc. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 6th DAY OF September, 2018

BY: 
(Signature)

BY: Victor M. Casini
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.*
- I elect to settle subject to the terms and conditions of Settlement Option B.*

CONSENT AND AUTHORIZATION

Kilovac Corp

Kilovac Corp ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 6th DAY OF March, 2018

BY: 
(Signature)

BY: Carl Schultz
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

KEYSTONE RV COMPANY
Komfort Corporation

Keystone RV Company, Successor by merger to Atchmen Manufacturing, Inc., Successor to Komfort Corporation ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 5th DAY OF SEPTEMBER, 2018

BY: David D. Shannon
(Signature)

BY: DAVID G. THOMAS, Sr. Vice President
(Print or Type Name) Keystone RV Company

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Magnet Sales & Manufacturing, Inc.

Magnet Sales & Manufacturing, Inc. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS SIXTH DAY OF FEBRUARY, 2018

BY: 
(Signature)

BY: ANIL NAUJI
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Manufacturers Life Insurance

Manufacturers Life Insurance ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 20th DAY OF April, 2018

BY: Ray Rothfelder
(Signature)

BY: Ray Rothfelder
(Print or Type Name) 213.689.0813

Please elect either Settlement Option A or B by checking the appropriate box:

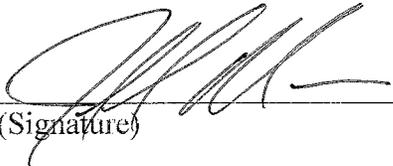
- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Martin Decker Company

Martin Decker Company ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 12 DAY OF March, 2018

BY: 
(Signature)

BY: Jeffrey D. Mann
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Merck & Co., Inc.

Merck & Co., Inc. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 5th DAY OF March, 2018

BY: Mark Benevenia
(Signature)

BY: Mark Benevenia, Esq.
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

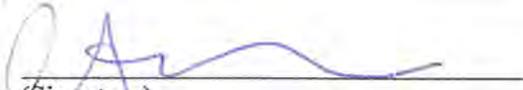
CONSENT AND AUTHORIZATION

MACOM Metelics, LLC

Metelics ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 10th DAY OF September, 2018

BY:



(Signature)

BY:

Ambra R. Roth

(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:



I elect to settle subject to the terms and conditions of Settlement Option A.



I elect to settle subject to the terms and conditions of Settlement Option B.

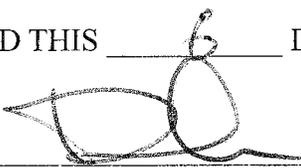
CONSENT AND AUTHORIZATION

Nanofilm

Nanofilm ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 6 DAY OF February, 2018

BY:



(Signature)

BY:

Dale Borow

(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.*
- I elect to settle subject to the terms and conditions of Settlement Option B.*

CONSENT AND AUTHORIZATION

Norris Plumbing Fixtures

Norris Plumbing Fixtures ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 1ST DAY OF May, 2018

BY: 
(Signature)

BY: Steve Johnson Treasurer
(Print or Type Name) Manstfield Plumbing

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Pacific Resins & Chemical

Pacific Resins & Chemical ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 14TH DAY OF FEBRUARY, 2018

BY: 
(Signature)

BY: J. MICHAEL DAVIS
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

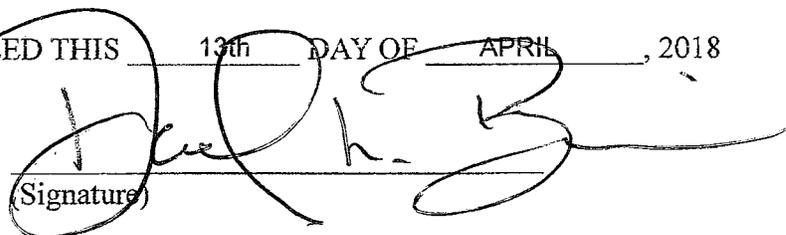
Pacific Ship Repair

Pacific Ship Repair ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 13th DAY OF APRIL, 2018

BY:

(Signature)



BY:

DAVID L. BAIN

(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

PCB Engineering

PCB Engineering ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 2 DAY OF April, 2018

BY: Oscar Akbar
(Signature)

BY: OSCAR AKBAR, CFO
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Penhall Company

Penhall Company ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 13th DAY OF September, 2018

BY: 
(Signature)

BY: GREGORY RICE
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.*
- I elect to settle subject to the terms and conditions of Settlement Option B.*

CONSENT AND AUTHORIZATION

Petroleum Contractors, Inc.

CDM Constructors Inc., successor in interest to Petroleum Contractors, Inc. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 9th DAY OF September, 2018

BY: Mario J. Marcaccio
(Signature)

BY: Mario J. Marcaccio, Secretary
(Print or Type Name)



Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Precision Anodizing & Plating, Inc.

Precision Anodizing & Plating, Inc. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 11 DAY OF September, 2018

BY: Jose A. Salazar
(Signature)

BY: Jose A. Salazar
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Precision Autobody

Precision Autobody ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 26th DAY OF April, 2018

BY: 
(Signature)

BY: Juan A Nguyen
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

QT Optoelectronics

QT Optoelectronics ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 13th DAY OF September, 2018

BY: 
(Signature)

BY: Mark N. Rogers
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Rain Bird Sprinkler Mfg. Corp.

Rain Bird Sprinkler Mfg. Corp. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 13TH DAY OF APRIL, 2018

BY: 
(Signature)

BY: ANTHONY LA FETRA
(Print or Type Name) PRESIDENT

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.*
- I elect to settle subject to the terms and conditions of Settlement Option B.*

CONSENT AND AUTHORIZATION

Henry Company, Resin Technology Division

Henry Company, Resin Technology Division ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 22ND DAY OF FEBRUARY, 2018

BY: 
(Signature)

BY: PAUL KATANA
(Print or Type Name)
V.P. CONTROLLER

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

S I I Willis Oil Tool Company

S I I Willis Oil Tool Company ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 28TH DAY OF FEBRUARY 2018

BY: 
(Signature)

Souad Bencheneb Ghezali
BY: Vice President, Schlumberger Technology Corporation
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Schuster Flexible Packaging / Schuster Cellophane

Schuster Flexible Packaging / Schuster Cellophane ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 23 DAY OF May, 2018

BY: Richard Schuster
(Signature)

BY: Richard Schuster
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Sea-Land Service, Inc.

Sea-Land Service, Inc. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 15th DAY OF February, 2018

BY: 
(Signature)

BY: Matthew Adkins
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.*
- I elect to settle subject to the terms and conditions of Settlement Option B.*

CONSENT AND AUTHORIZATION

Shepherd Machinery

Shepherd Machinery ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 29TH DAY OF AUGUST, 2018

BY: [Signature]
(Signature)

BY: JEFFREY B. HARRIS, TRUSTEE OF THE
SMCO LIQUIDATION TRUST AS SUCCESSOR TO SHEPHERD MACHINERY
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Silicon Valley Group

ASML US, LLC, successor-in-interest to Silicon Valley Group ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS THIS 24th DAY OF April, 2018

BY: 
(Signature)

BY: David Kim, ASML US, LLC in-house legal counsel
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.*
- I elect to settle subject to the terms and conditions of Settlement Option B.*

CONSENT AND AUTHORIZATION

Smart Supply Company

Smart Supply Company ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 2nd DAY OF March, 2018

BY: Brian E. Heim
(Signature)

BY: Brian E. Heim
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Soco West, Inc.

Soco West, Inc. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 6th DAY OF SEPTEMBER, 2018

BY: [Signature]
(Signature)

BY: RAJ MEHTA
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Southern California Carton

Southern California Carton ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 1st DAY OF May, 2018

BY: 
(Signature)

BY: J. Michael Davis
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.*
- I elect to settle subject to the terms and conditions of Settlement Option B.*

CONSENT AND AUTHORIZATION

Stanley Bostich

Stanley Bostich ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 27th DAY OF February, 2018

BY: 
(Signature)

BY: Kathryn E. Hinkley
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Steve Reynolds, Prado Road Service

Steve Reynolds, Prado Road Service ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 16TH DAY OF FEBRUARY, 2018

BY: 
(Signature)

BY: STEVEN J. REYNOLDS
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Sun Light Company, Inc.

Sun Light Company, Inc. ("Settling Party"), by the duly authorized representative named below, hereby consent to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

WITNESSED THIS 19th DAY OF March, 2018

BY: Shane Bohnen
(Signature)

NAME: Shane Bohnen
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Sundance Spas, Inc.

Sundance Spas, Inc. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 11th DAY OF September, 2018

BY:



(Signature)

BY:

Anthony Lovallo

(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.*
- I elect to settle subject to the terms and conditions of Settlement Option B.*

CONSENT AND AUTHORIZATION

Super Seal & Stripe

Super Seal & Stripe ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 12th DAY OF September, 2018

BY: Brinda Hampton-Ortiz
(Signature)

BY: Brinda Hampton-Ortiz
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

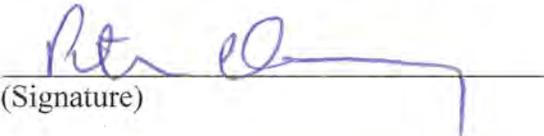
- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Superior Gear

Superior Gear ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 1st DAY OF MAY, 2018

BY: 
(Signature)

BY: PETER HEAVEY
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Thermo Analytical, Inc. /EAL

Thermo Analytical, Inc. /EAL ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 19th DAY OF February, 2018

BY: Kathi L. Hartman
(Signature)

BY: Kathi L. Hartman
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Thornton Coast Ring Corp.

Thornton Coast Ring Corp. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 21st DAY OF FEBRUARY, 2018

BY: 
(Signature)

BY: Michael McDowell
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.*
- I elect to settle subject to the terms and conditions of Settlement Option B.*

CONSENT AND AUTHORIZATION

Tryad Service Corporation

Tryad Service Corporation ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 11 DAY OF APRIL, 2018

BY: 
(Signature)

BY: JAMES R VARNER
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

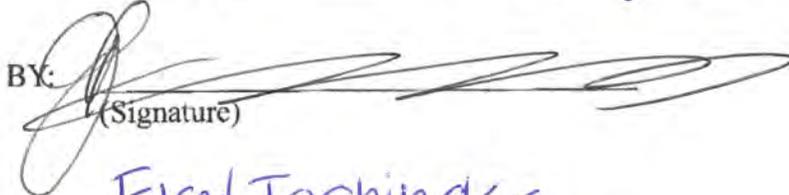
- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Tulip Corporation

Tulip Corporation ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 23rd DAY OF August, 2018

BY: 
(Signature)

BY: Fred Teshinsky
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Universal Molding Company

Universal Molding Company ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 28th DAY OF February, 2018

BY: Pam Silverstein
(Signature)

BY: Pam Silverstein
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

US Foods

US Foods ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 13th DAY OF September, 2018

BY: Josh R. More
(Signature)

BY: Joshua R. More (Schiff Hardin LLP; counsel for US Foods)
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.*
- I elect to settle subject to the terms and conditions of Settlement Option B.*

CONSENT AND AUTHORIZATION

Ventura Rubbish

Ventura Rubbish ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 28th DAY OF February, 2018

BY: 
(Signature)

BY: Myron Harrison, Secretary/Chief Financial Officer of E.J. Harrison & Sons, Inc.,
(Print or Type Name) successor-in-interest to Ventura Rubbish

Please elect either Settlement Option A or B by checking the appropriate box:

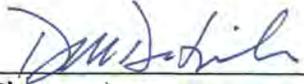
- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Vorelco, Inc.

Volkswagen Group of America, Inc., individually and on behalf of its current and former subsidiaries, including, without limitation, Vorelco, Inc., ("Settling Parties"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 3d DAY OF May, 2018

BY: 
(Signature)

BY: DAVID M. DETWEILER, EVP # General Counsel
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.

CONSENT AND AUTHORIZATION

Western Specialty Coatings Co.

Western Specialty Coatings Co. ("Settling Party"), by the duly authorized representative named below, hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions hereof.

AGREED THIS 3 DAY OF MAY, 2018

BY: Nicholas M Kotsikos
(Signature)

BY: NICHTOLAS M KOTSIKOS
(Print or Type Name)

Please elect either Settlement Option A or B by checking the appropriate box:

- I elect to settle subject to the terms and conditions of Settlement Option A.
- I elect to settle subject to the terms and conditions of Settlement Option B.